PROVO MUNICIPAL COUNCIL

Redevelopment Agency Governing Board

Regular Meeting Agenda

5:30 PM, Tuesday, August 11, 2026
Council Chambers (Room 100)
445 W. Center Street, Provo, UT 84601 or
https://www.youtube.com/provocitycouncil

The in-person meeting will be held in the **Council Chambers**. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: youtube.com/provocitycouncil and facebook.com/provocouncil. If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

TO MAKE A VIRTUAL PUBLIC COMMENT:
To participate in the public comment portion(s) of the meeting, call in as an audience member as the presentation is wrapping up. Be sure to mute/silence any external audio on your end to reduce feedback (if you are viewing the live proceedings on YouTube, mute the YouTube video; you will be able to hear the meeting audio through the phone while you are on the line).

Press *9 from your phone to indicate that you would like to speak. When you are invited to speak, the meeting host will grant you speaking permission, calling on you by the last four digits of your phone number. Please begin by stating your first and last name, and city of residence for the record. After you have shared your comment, hang up. If you wish to comment on a later item, simply re-dial to rejoin the meeting for any subsequent comment period(s).

August 11 Council Meeting: Dial 346 248 7799. Enter Meeting ID 854 2825 2093 and press #. When asked for a participant ID, press #. To join via computer, visit zoom.us and enter the meeting ID and passcode: 185104.

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

Opening Ceremony
Roll Call
Prayer
Pledge of Allegiance
Presentations, Proclamations, and Awards

1 A ceremony recognizing the Provo City employee of the month: Police (26-007)

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.
Please limit your comments to two minutes.
State Law prohibits the Council from acting on items that do not appear on the agenda.

Redevelopment Agency of Provo

2 A resolution authorizing the Redevelopment Agency of Provo City to enter into a participation agreement for the Lakeview Parkway Community Reinvestment Area (26-047)

3 A resolution authorizing the Redevelopment Agency of Provo City to enter into an interlocal agreement with Provo City for the Lakeview Parkway Community Reinvestment Area. (26-047)

Action Agenda

4 A resolution authorizing Provo City to enter into an interlocal agreement with the Redevelopment Agency of Provo City T for the Lakeview Parkway Community Reinvestment Area. (26-047)

5 A resolution appointing an executive director for the Provo Municipal Council. (26-060)

6 An ordinance regarding parking requirement reductions. (PLOTA20260080)

7 An ordinance regarding a general residency requirement for boards and commission candidates. (26-057)

8 A resolution adopting an Americans with Disabilities Act transition plan. (26-063)

9 A public hearing for a substantial amendment to the HOME-ARP allocation plan (26-025)

10 A resolution approving an urban deer control plan. (26-054)

11 A resolution approving an interlocal agreement between Provo City and Orem City regarding funding for Orem 2000 S storm drain project; and authorizing the mayor to sign that agreement on behalf of the city. (26-056)

12 An ordinance amending the zone map classification of real property, generally located at 1804 North Geneva Road, from the one-family residential zone to the specific development plan - Lakeview Fields zone. Lakeview North. (PLRZ20260092)

13 An ordinance amending the zone map classification of real property, generally located at 313 E 200 N, from the residential conservation (RC) zone to the high density residential (HDR) zone. Joaquin Neighborhood. (PLRZ20250330)

14 An ordinance amending the general plan map designation of real property, generally located at 3657 S Sierra Vista Way, from the industrial (I) designation to the mixed use (M) designation. Spring Creek Neighborhood. (PLGPA20260012)

15 An ordinance amending the zone map classification of real property, generally located at 3657 S Sierra Vista Way, from the PIC zone to the medium density residential (MDR) and general commercial (CG) zones. Spring Creek. (PLRZ20260006)

16 A resolution approving an interlocal cooperation agreement between Provo City and Springville City to share net benefits from the Springville Rising development (26-062)

17 A resolution approving the appropriation of $14,171.11 in the general fund for a contractual sales tax increment post-performance payment to Day's Market. (26-036)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.gov or using their contact information listed at: provo.gov/434/City-Council.

Materials and Agenda: agendas.provo.org
Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil.

The next Council Meeting will be held on Tuesday, August 25, 2026. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email kmartins@provo.gov at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	KMARTINS
Presenter:	Police Chief Troy Beebe
Department:	Recorder
Meeting Date:	8/11/2026
Requested Duration (Minutes):	5 minutes
CityView or Issue File Number:	26-007

SUBJECT: 1 A ceremony recognizing the Provo City employee of the month: Police (26-007)

ADMINISTRATIVE RECOMMENDATION: No action requested.

ADMINISTRATIVE MEMO: This item recognizes and honors the Provo City Employee of the Month for their outstanding service, dedication, and contributions to the City.

FISCAL IMPACT: NA

COUNCIL STAFF MEMO:

RESOLUTION <<Document Number>>

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF PROVO CITY TO ENTER INTO A PARTICIPATION AGREEMENT FOR THE LAKEVIEW PARKWAY COMMUNITY REINVESTMENT AREA (26-047)

RECITALS:

It is proposed that the Governing Board of the Redevelopment Agency of Provo City (the Agency Governing Board) approve and enter into the attached Participation Agreement (EXHIBIT A);

The Agreement provides that the Agency consents to Walmart Corp receiving certain point of sale tax increment from sales generated at the store location within the Lakeview Parkway Community Reinvestment Area (the "Project Area") attributable to the Point of Sales tax generated at the parcel indicated in the attached EXHIBIT B;

On August 11, 2026, the Governing Board of the Redevelopment Agency met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Governing Board, the Council finds that (i) the Agreement attached as Exhibit A should be approved; and (ii) the Chief Executive Officer, or her designee, should be authorized to execute the Agreement; and (iii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Agency Governing Board resolves as follows:

PART I:

The Agency Governing Board consents to entering the Participation Agreement for the Lakeview Parkway Community Reinvestment Project Area attached as Exhibit A and authorizes the Agency Executive Director to execute the Agreement.

PART II:

This resolution takes effect immediately.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	MMCNALLEY
Presenter:	Melissa McNalley, Redevelopment Agency Director
Department:	Development Services
Meeting Date:	8/11/2026
Requested Duration (Minutes):	10 minutes
CityView or Issue File Number:	26-047

SUBJECT: 2 A resolution authorizing the Redevelopment Agency of Provo City to enter into a participation agreement for the Lakeview Parkway Community Reinvestment Area (26-047)

ADMINISTRATIVE RECOMMENDATION: A resolution allowing the Redevelopment Agency to enter into a point of sales tax participation agreement with Foulger Pratt/Walmart Corp.

ADMINISTRATIVE MEMO: This is a resolution allowing the RDA to enter a participation agreement with Foulger Pratt/Walmart. The agreement will be contingent on RDA Board approving this item and the RDA receiving Point of Sales tax from Provo City.

FISCAL IMPACT: 50% of Provo's portion of Point of Sales tax for Lakeview Parkway parcel

COUNCIL STAFF MEMO:

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	MMCNALLEY
Presenter:	Melissa McNalley, Redevelopment Agency Director
Department:	Development Services
Meeting Date:	8/11/2026
Requested Duration (Minutes):	10 minutes
CityView or Issue File Number:	26-047

SUBJECT: 3 A resolution authorizing the Redevelopment Agency of Provo City to enter into an interlocal agreement with Provo City for the Lakeview Parkway Community Reinvestment Area. (26-047)

ADMINISTRATIVE RECOMMENDATION: This is a Resolution authorizing the Provo City Redevelopment Agency to enter into an interlocal agreement with Provo City.

ADMINISTRATIVE MEMO: This is a resolution on the RDA side of an interlocal agreement with Provo City agreeing to participation in a point of sales tax agreement within the Lakeview Parkway Community Reinvestment Area.

FISCAL IMPACT: 50% of Provo's portion of point of sales tax

COUNCIL STAFF MEMO:

RESOLUTION <<Document Number>>

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH PROVO CITY FOR THE LAKEVIEW PARKWAY COMMUNITY REINVESTMENT AREA. (26-047)

RECITALS:

It is proposed that the Governing Board of the Redevelopment Agency of Provo City (the Agency Governing Board) approve and enter into the attached Interlocal Agreement (EXHIBIT A);

The Agreement provides that the City consents to the Agency receiving certain point of sale tax increment from a portion of the Lakeview Parkway Community Reinvestment Area (the "Project Area") attributable to the City's tax levy and that such tax increment be used to fund the Lakeview Parkway Community Reinvestment Area Plan (the "Plan");

Section 11-13-202.5 of the Utah State Code, as amended, requires certain interlocal agreements to be approved by resolution of the legislative body, governing board, council, or other governing body of a public agency;

On August 11, 2026, the Governing Board of the Redevelopment Agency met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Governing Board, the Board finds that (i) the Agreement attached as Exhibit A should be approved; (ii) the Agency Executive Director, or her designee, should be authorized to execute the Agreement; and (iii) such action furthers the health, safety, and general welfare of the citizens of Provo.

THEREFORE, the Agency Governing Board resolves as follows:

PART I:

The Agency Governing Board approves the interlocal agreement with Provo City for the Lakeview Parkway Community Reinvestment Project Area attached as Exhibit A and authorizes the Agency Executive Director execute the Agreement.

PART II:

This resolution takes effect immediately.

INTERLOCAL AGREEMENT by and between the REDEVELOPMENT AGENCY OF PROVO CITY and PROVO CITY

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2026, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**") and **PROVO CITY, UTAH**, a political subdivision of the State of Utah (the "**City**"; the Agency and the City may also be individually referred to as "**Party**" and collectively as "**Parties**").

A. WHEREAS the City created the Agency pursuant to the provisions of Utah Redevelopment Law, and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within the City, as contemplated by the Act; and

B. WHEREAS the Agency created the Lakeview Parkway Community Reinvestment Project Area (the "**Project Area**") and adopted a community reinvestment project area plan for the Project Area (the "**Project Area Plan**") on February 10, 2026, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the City receives sales tax revenue from sales occurring within its borders and the City and the Agency have determined that it is in the best interests of the residents of the City to provide certain financial assistance through the use of a portion of that local sales tax in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the City and the Agency have identified the portion of the Project Area that is likely to generate significant sales and use tax revenues, as described on **Exhibit A** (the "**Site**");

E. WHEREAS the Agency anticipates providing a portion of the sales tax revenue generated by sales occurring within the Site to assist in the development as contemplated by Project Area Plan; and

F. WHEREAS Utah Code Ann ("**UCA**") § 11-13-215 authorizes the City to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development of the Project, the City desires to pay to the Agency a portion of the City's sales tax revenue generated within the Site in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah state law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Point of Sale Tax. Sales occurring within the boundaries of the City are currently subject to a one (1) percent sales tax (the "**Local Sales Tax**") per Title 59, Chapter 12, Part 2 of the UCA, the Local Sales and Use Tax Act, and more particularly per UCA § 59-12-204. The City retains fifty (50) percent of that one-percent tax as set forth in UCA § 59-12-205(2)(a)(2)(A) based on the transaction occurring within the boundaries of the City (the "**Point-of-sale Tax**" or "**POST**").

a. Changes to Laws. If changes are made to Utah laws during the term of this Agreement that affect the amount of or calculation of the POST, the POST shall be defined as that Local Sales Tax revenue that is retained by or distributed to the City on the basis of taxable transactions occurring within the boundaries of the City, whether that amount be more or less than the current amount.

2. City's Consent. Pursuant to Section 17C-5-204 of the Act and Section 11-13-215 of the Cooperation Act, the City hereby agrees and consents that the Agency shall be paid an amount equal to fifty-five and one-half percent (55.5%) of the POST generated by retail transactions at a Walmart retail store within the Site (the "**Agency Share**").

a. The Agency Share shall be used to facilitate development within the Project Area in accordance with the Act, including reimbursing the Agency the amount of $600,000.00 for fill dirt and related work within the Project Area (the "**Reimbursement**").

b. The amount of POST revenues used to calculate the Agency Share shall be only those revenues generated within the Site from retail transactions at a Walmart retail store. This amount shall not include retail transactions within the Site at other businesses, if any.

c. The Agency Share and any other amounts due to the Agency under this Agreement may be paid to the Agency from any funding source available to the City. Notwithstanding any provisions in this Agreement, the amounts due to the Agency under this Agreement shall be subordinate to the City's obligations under current or future sales tax revenue bonds.

3. Restrictions on Agency Share. The payment of the Agency Share from the City to the Agency shall be subject to the following provisions:

a. Time Limit. The Agency Share described in subheading 2 will begin to apply to POST generated revenue within the Site commencing on the first (1st) day of the first (1st) full calendar month following the date on which the City has issued a certificate of occupancy for a Walmart Supercenter retail store and the Walmart store is open for business to the general public (the "**Commencement Date**"). The Agency share shall be paid to the Agency beginning on the Commencement Date and continuing until fifteen (15) years beyond the first day of the first month after the date on which the Agency Share generated within the Site is equal to the amount of the Reimbursement. This Agreement shall automatically terminate if the contemplated Walmart retail store is not open for business on or before December 31, _____.

b. Timing of Payment. The City shall pay the Agency Share to the Agency on at least an annual basis. Such payment shall be made within thirty (30) days after the City receives the final payment of the POST for the preceding calendar year.

c. Maximum Amount. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $4,600,000.

4. Property Tax Increment. The Agreement shall not entitle the Agency to receive any portion of the incremental property revenues generated by development within the Project Area.

5. Authorized Uses of Agency Share. The Parties agree that the Agency shall apply the $600,000.00 of Agency Share received by the Agency to the Reimbursement. The Agency may apply the remaining Agency Share as contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Up to ten percent (10%) of the Agency Share may be used by the Agency for the purposes described in UCA §17C-1-412.

6. Consent to Project Area Budget. As required by UCA § 17C-5-304, the City consents to the Project Area Budget adopted by the Agency for the Project Area.

7. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

8. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

9. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the governing body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. Once executed, a copy of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the Agency Share has been paid to and disbursed by the Agency as provided herein. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2045.

f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. Following the execution of this Agreement by both Parties, the Parties shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

10. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

11. Further Assurances and Cooperation. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

12. **Due Diligence.** Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

14. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

15. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

17. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

18. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

19. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

20. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

21. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

22. **Counterparts.** This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

ENTERED into as of the day and year first above written.

[remainder of page intentionally left blank; signature pages follow]

REDEVELOPMENT AGENCY OF PROVO CITY

Craig Christensen, Chair

ATTEST:

Heidi Allman, Secretary

Attorney Review of Interlocal Agreement:
The undersigned, an attorney licensed to practice in the State of Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Adam S. Long

[signatures continue on next page.]

[additional signatures to Interlocal Agreement]

PROVO CITY

By: _____
Marsha Judkins, Mayor

ATTEST:

_____
Heidi Allman, City Recorder

EXHIBIT A

The "Site"

WALMART TRACT

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

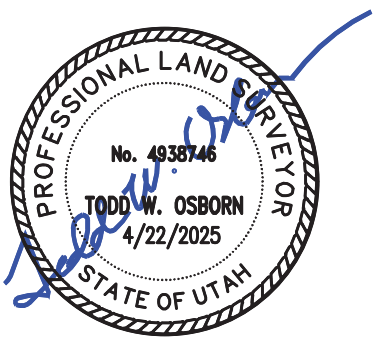
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 90°00'00" EAST, 187.66 FEET; THENCE SOUTH 00°00'00" EAST, 2,855.61 FEET TO THE POINT OF BEGINNING. RUNNING THENCE NORTH 70°00'00" EAST, 717.14 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 25.38 FEET, THROUGH A CENTRAL ANGLE OF 58°09'53" (CHORD BEARS NORTH 40°55'03" EAST, 24.30 FEET) TO THE BEGINNING OF A 65.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 65.99 FEET, THROUGH A CENTRAL ANGLE OF 58°09'53" (CHORD BEARS NORTH 40°55'03" EAST, 63.19 FEET); THENCE NORTH 70°00'00" EAST, 91.88 FEET; THENCE SOUTH 41°01'59" EAST, 201.61 FEET; THENCE SOUTH 31°50'41" EAST, 168.99 FEET; THENCE SOUTH 11°21'31" EAST, 174.05 FEET; THENCE SOUTH 61°46'58" EAST, 49.10 FEET TO THE BEGINNING OF A 1,378.24 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 464.72 FEET, THROUGH A CENTRAL ANGLE OF 19°19'09" (CHORD BEARS SOUTH 18°28'39" WEST, 462.52 FEET); THENCE SOUTH 01°01'19" EAST, 142.15 FEET TO THE BEGINNING OF A 965.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 89.58 FEET, THROUGH A CENTRAL ANGLE OF 05°19'08" (CHORD BEARS SOUTH 82°10'25" WEST, 89.55 FEET); THENCE SOUTH 84°50'00" WEST, 636.71 FEET TO THE BEGINNING OF A 2,925.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 55.60 FEET, THROUGH A CENTRAL ANGLE OF 01°05'21" (CHORD BEARS SOUTH 85°22'40" WEST, 55.60 FEET); THENCE NORTH 00°00'00" EAST, 199.76 FEET TO THE BEGINNING OF A 385.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 134.39 FEET, THROUGH A CENTRAL ANGLE OF 20°00'00" (CHORD BEARS NORTH 10°00'00" WEST, 133.71 FEET); THENCE NORTH 20°00'00" WEST, 70.83 FEET; THENCE NORTH 20°00'00" WEST, 429.38 FEET TO THE POINT OF BEGINNING.

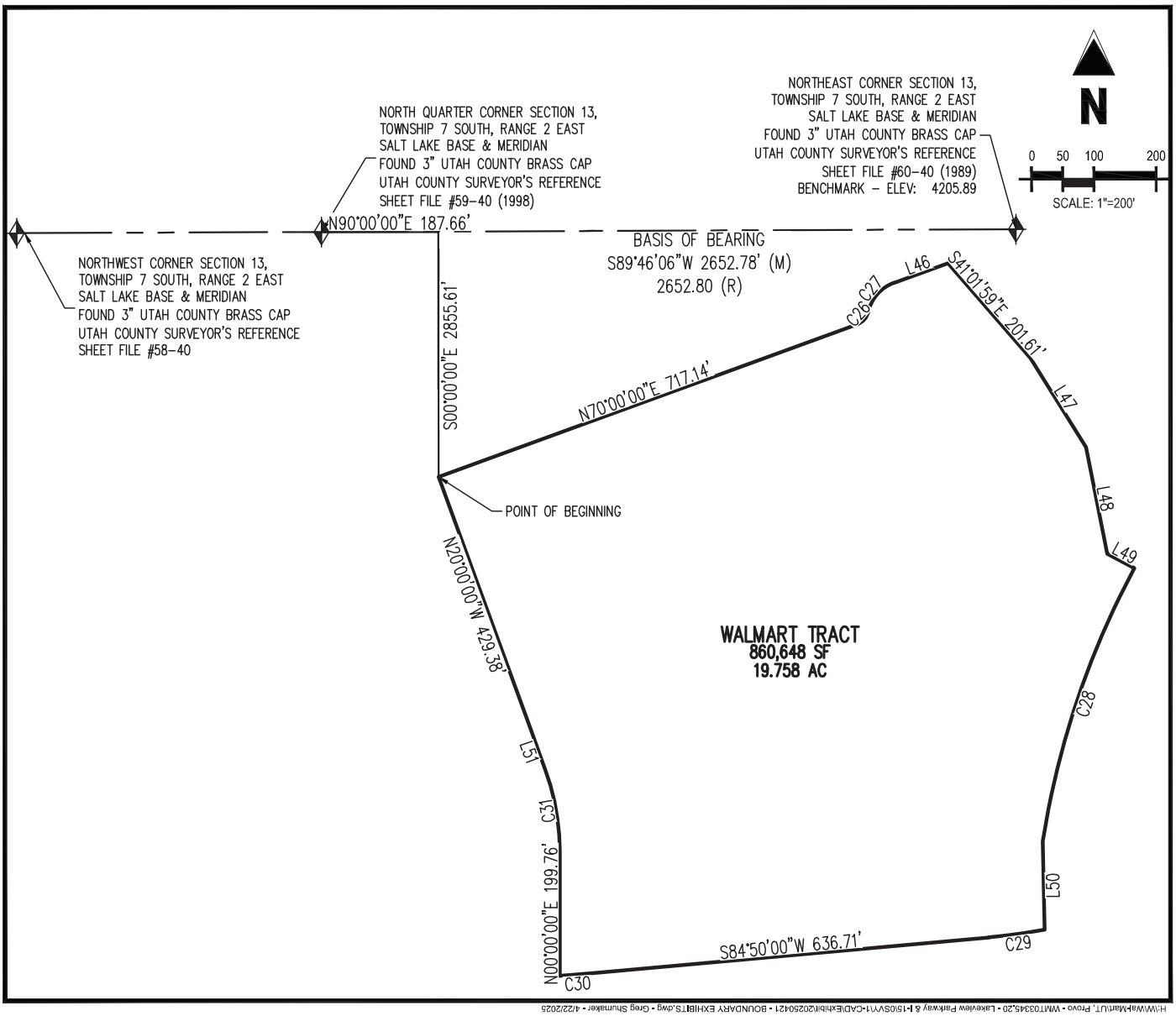
PARCEL CONTAINS 860,648 SQ. FT. OR 19.758 ACRES, MORE OR LESS.

BASIS OF BEARINGS: SOUTH 89°46'06" WEST BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 13 TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AS PER UTAH COUNTY SURVEY STATE PLANE COORDINATE & DEPENDENT RESURVEY TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN DATED 04/22/2013

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT A - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746





H:\WWal-Mart\UT, Provo - WMT003345.20 - Lakeview Parkway & I-15\SVY1-CAD\Exhibit\20250421 - BOUNDARY EXHIBITS.dwg - Greg Shumaker - 4/22/2025

Galloway
1221 S. Valley Grove Way, Suite 140
Pleasant Grove, UT 84062
385.248.0460
Galloway-US.com

Project No:	WMT003345.10
Drawn By:	GJS
Checked By:	TWO
Date:	04/22/2025

WAL-MART
-
PROVO, UT
-
WALMART TRACT

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C26	58°09'53"	25.38	25.00	N40°55'03"E	24.30
C27	58°09'53"	65.99	65.00	N40°55'03"E	63.19
C28	19°19'09"	464.72	1378.24	S18°28'39"W	462.52
C29	5°19'08"	89.58	965.00	S82°10'25"W	89.55
C30	1°05'21"	55.60	2925.00	S85°22'40"W	55.60
C31	20°00'00"	134.39	385.00	N10°00'00"W	133.71

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L46	N70°00'00"E	91.88
L47	S31°50'41"E	168.99
L48	S11°21'31"E	174.05
L49	S61°46'58"E	49.10
L50	S1°01'19"E	142.15
L51	N20°00'00"W	70.83

H:\WWal-Mart\UT, Provo - WMT003345.20 - Lakeview Parkway & I-15\0SVY\11-CAD\Exhibit\20250421 - BOUNDARY EXHIBITS.dwg - Greg Shumaker - 4/22/2025

WAL-MART

-

PROVO, UT

-

WALMART TRACT

Project No:	WMT003345.10
Drawn By:	GJS
Checked By:	TWO
Date:	04/22/2025

Galloway

1221 S. Valley Grove Way, Suite 140
Pleasant Grove, UT 84062
385.248.0460
GallowayUS.com

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	MMCNALLEY
Presenter:	Melissa McNalley Redevelopment Agency Director
Department:	Development Services
Meeting Date:	8/11/2026
Requested Duration (Minutes):	5 minutes
CityView or Issue File Number:	26-047

SUBJECT: 4 A resolution authorizing Provo City to enter into an interlocal agreement with the Redevelopment Agency of Provo City T for the Lakeview Parkway Community Reinvestment Area. (26-047)

ADMINISTRATIVE RECOMMENDATION: Council Action on a proposed resolution between Provo City and the Redevelopment Agency.

ADMINISTRATIVE MEMO: A resolution for Provo City to enter into an interlocal agreement the the Redevelopment Agency for Sales Tax incentive purposes (This is a resolution for the City side of the agreement).

FISCAL IMPACT: 50% participation in Point of sales tax revenue

COUNCIL STAFF MEMO:

RESOLUTION <<Document Number>>

A RESOLUTION AUTHORIZING PROVO CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE REDEVELOPMENT AGENCY OF PROVO CITY T FOR THE LAKEVIEW PARKWAY COMMUNITY REINVESTMENT AREA. (26-047)

RECITALS:

It is proposed that the Provo Municipal Council authorize the city of Provo (the City) to enter into the attached Interlocal Agreement (EXHIBIT A) with the Redevelopment Agency of Provo City (the Agency);

The Agreement provides that the City consents to the Agency receiving certain point of sale tax increment from a portion of the Lakeview Parkway Community Reinvestment Area (the "Project Area") attributable to the City's tax levy and that such tax increment be used to fund the Lakeview Parkway Community Reinvestment Area Plan (the "Plan");

Section 11-13-202.5 of the Utah State Code, as amended, requires certain interlocal agreement to be approved by resolution of the legislative body, governing board, council, or other governing body of a public agency;

On August 11, 2026, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the Agreement attached as Exhibit A should be approved; (ii) the Mayor, or her designee, should be authorized to execute the Agreement; and (iii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The interlocal agreement with the Redevelopment Agency of Provo City for the Lakeview Parkway Community Reinvestment Project Area (attached as Exhibit A) is approved and the Mayor is authorized to execute the Agreement.

PART II:

This resolution takes effect immediately.

INTERLOCAL AGREEMENT by and between the REDEVELOPMENT AGENCY OF PROVO CITY and PROVO CITY

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 2026, by and between the **REDEVELOPMENT AGENCY OF PROVO CITY**, a political subdivision of the State of Utah (the "**Agency**") and **PROVO CITY, UTAH**, a political subdivision of the State of Utah (the "**City**"; the Agency and the City may also be individually referred to as "**Party**" and collectively as "**Parties**").

A. WHEREAS the City created the Agency pursuant to the provisions of Utah Redevelopment Law, and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct project area development activities within the City, as contemplated by the Act; and

B. WHEREAS the Agency created the Lakeview Parkway Community Reinvestment Project Area (the "**Project Area**") and adopted a community reinvestment project area plan for the Project Area (the "**Project Area Plan**") on February 10, 2026, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the City receives sales tax revenue from sales occurring within its borders and the City and the Agency have determined that it is in the best interests of the residents of the City to provide certain financial assistance through the use of a portion of that local sales tax in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the City and the Agency have identified the portion of the Project Area that is likely to generate significant sales and use tax revenues, as described on **Exhibit A** (the "**Site**");

E. WHEREAS the Agency anticipates providing a portion of the sales tax revenue generated by sales occurring within the Site to assist in the development as contemplated by Project Area Plan; and

F. WHEREAS Utah Code Ann ("**UCA**") § 11-13-215 authorizes the City to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development of the Project, the City desires to pay to the Agency a portion of the City's sales tax revenue generated within the Site in accordance with the terms of this Agreement; and

H. **WHEREAS** the provisions of applicable Utah state law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Point of Sale Tax.** Sales occurring within the boundaries of the City are currently subject to a one (1) percent sales tax (the "**Local Sales Tax**") per Title 59, Chapter 12, Part 2 of the UCA, the Local Sales and Use Tax Act, and more particularly per UCA § 59-12-204. The City retains fifty (50) percent of that one-percent tax as set forth in UCA § 59-12-205(2)(a)(2)(A) based on the transaction occurring within the boundaries of the City (the "**Point-of-sale Tax**" or "**POST**").

a. **Changes to Laws.** If changes are made to Utah laws during the term of this Agreement that affect the amount of or calculation of the POST, the POST shall be defined as that Local Sales Tax revenue that is retained by or distributed to the City on the basis of taxable transactions occurring within the boundaries of the City, whether that amount be more or less than the current amount.

2. **City's Consent.** Pursuant to Section 17C-5-204 of the Act and Section 11-13-215 of the Cooperation Act, the City hereby agrees and consents that the Agency shall be paid an amount equal to fifty-five and one-half percent (55.5%) of the POST generated by retail transactions at a Walmart retail store within the Site (the "**Agency Share**").

a. The Agency Share shall be used to facilitate development within the Project Area in accordance with the Act, including reimbursing the Agency the amount of $600,000.00 for fill dirt and related work within the Project Area (the "**Reimbursement**").

b. The amount of POST revenues used to calculate the Agency Share shall be only those revenues generated within the Site from retail transactions at a Walmart retail store. This amount shall not include retail transactions within the Site at other businesses, if any.

c. The Agency Share and any other amounts due to the Agency under this Agreement may be paid to the Agency from any funding source available to the City. Notwithstanding any provisions in this Agreement, the amounts due to the Agency under this Agreement shall be subordinate to the City's obligations under current or future sales tax revenue bonds.

3. **Restrictions on Agency Share.** The payment of the Agency Share from the City to the Agency shall be subject to the following provisions:

a. Time Limit. The Agency Share described in subheading 2 will begin to apply to POST generated revenue within the Site commencing on the first (1st) day of the first (1st) full calendar month following the date on which the City has issued a certificate of occupancy for a Walmart Supercenter retail store and the Walmart store is open for business to the general public (the "**Commencement Date**"). The Agency share shall be paid to the Agency beginning on the Commencement Date and continuing until fifteen (15) years beyond the first day of the first month after the date on which the Agency Share generated within the Site is equal to the amount of the Reimbursement. This Agreement shall automatically terminate if the contemplated Walmart retail store is not open for business on or before December 31, _____.

b. Timing of Payment. The City shall pay the Agency Share to the Agency on at least an annual basis. Such payment shall be made within thirty (30) days after the City receives the final payment of the POST for the preceding calendar year.

c. Maximum Amount. The total cumulative amount of Agency Share paid to the Agency under this Agreement shall not exceed $4,600,000.

4. Property Tax Increment. The Agreement shall not entitle the Agency to receive any portion of the incremental property revenues generated by development within the Project Area.

5. Authorized Uses of Agency Share. The Parties agree that the Agency shall apply the $600,000.00 of Agency Share received by the Agency to the Reimbursement. The Agency may apply the remaining Agency Share as contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Up to ten percent (10%) of the Agency Share may be used by the Agency for the purposes described in UCA §17C-1-412.

6. Consent to Project Area Budget. As required by UCA § 17C-5-304, the City consents to the Project Area Budget adopted by the Agency for the Project Area.

7. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

8. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

9. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the governing body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. Once executed, a copy of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the Agency Share has been paid to and disbursed by the Agency as provided herein. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2045.

f. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

g. Following the execution of this Agreement by both Parties, the Parties shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

10. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

11. Further Assurances and Cooperation. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

12. **Due Diligence.** Each Party acknowledges for itself that is has performed its own review, investigation, and due diligence as to this Agreement, the Project Area, the Project Area Plan, and the expected benefits to the Parties and that each of the Parties has performed such investigation to its satisfaction and relies on its own understanding of the relevant facts and information.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

14. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

15. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

17. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

18. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

19. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

20. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

21. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

22. **Counterparts.** This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

ENTERED into as of the day and year first above written.

[remainder of page intentionally left blank; signature pages follow]

REDEVELOPMENT AGENCY OF PROVO CITY

Craig Christensen, Chair

ATTEST:

Heidi Allman, Secretary

Attorney Review of Interlocal Agreement:
The undersigned, an attorney licensed to practice in the State of Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Adam S. Long

[signatures continue on next page.]

[additional signatures to Interlocal Agreement]

PROVO CITY

By: _____
Marsha Judkins, Mayor

ATTEST:

_____
Heidi Allman, City Recorder

EXHIBIT A

The "Site"

WALMART TRACT

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

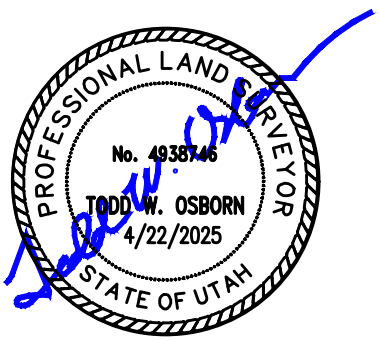
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 90°00'00" EAST, 187.66 FEET; THENCE SOUTH 00°00'00" EAST, 2,855.61 FEET TO THE POINT OF BEGINNING. RUNNING THENCE NORTH 70°00'00" EAST, 717.14 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 25.38 FEET, THROUGH A CENTRAL ANGLE OF 58°09'53" (CHORD BEARS NORTH 40°55'03" EAST, 24.30 FEET) TO THE BEGINNING OF A 65.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 65.99 FEET, THROUGH A CENTRAL ANGLE OF 58°09'53" (CHORD BEARS NORTH 40°55'03" EAST, 63.19 FEET); THENCE NORTH 70°00'00" EAST, 91.88 FEET; THENCE SOUTH 41°01'59" EAST, 201.61 FEET; THENCE SOUTH 31°50'41" EAST, 168.99 FEET; THENCE SOUTH 11°21'31" EAST, 174.05 FEET; THENCE SOUTH 61°46'58" EAST, 49.10 FEET TO THE BEGINNING OF A 1,378.24 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 464.72 FEET, THROUGH A CENTRAL ANGLE OF 19°19'09" (CHORD BEARS SOUTH 18°28'39" WEST, 462.52 FEET); THENCE SOUTH 01°01'19" EAST, 142.15 FEET TO THE BEGINNING OF A 965.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 89.58 FEET, THROUGH A CENTRAL ANGLE OF 05°19'08" (CHORD BEARS SOUTH 82°10'25" WEST, 89.55 FEET); THENCE SOUTH 84°50'00" WEST, 636.71 FEET TO THE BEGINNING OF A 2,925.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 55.60 FEET, THROUGH A CENTRAL ANGLE OF 01°05'21" (CHORD BEARS SOUTH 85°22'40" WEST, 55.60 FEET); THENCE NORTH 00°00'00" EAST, 199.76 FEET TO THE BEGINNING OF A 385.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 134.39 FEET, THROUGH A CENTRAL ANGLE OF 20°00'00" (CHORD BEARS NORTH 10°00'00" WEST, 133.71 FEET); THENCE NORTH 20°00'00" WEST, 70.83 FEET; THENCE NORTH 20°00'00" WEST, 429.38 FEET TO THE POINT OF BEGINNING.

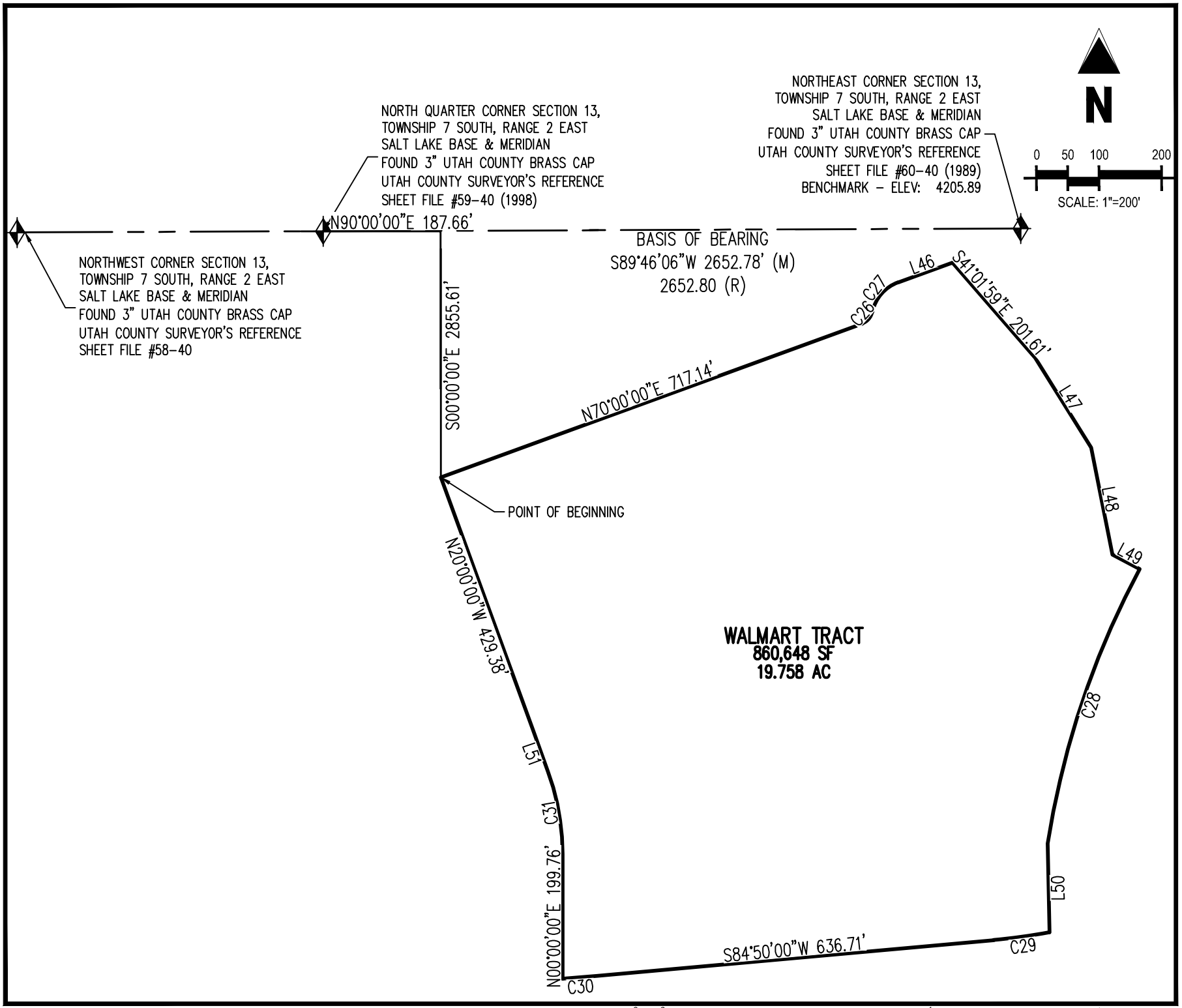
PARCEL CONTAINS 860,648 SQ. FT. OR 19.758 ACRES, MORE OR LESS.

BASIS OF BEARINGS: SOUTH 89°46'06" WEST BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 13 TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AS PER UTAH COUNTY SURVEY STATE PLANE COORDINATE & DEPENDENT RESURVEY TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN DATED 04/22/2013

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT A - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746





Galloway
1221 S. Valley Grove Way, Suite 140
Pleasant Grove, UT 84062
385.248.0460
GallowayUS.com

Project No:	WMT003345.10
Drawn By:	GJS
Checked By:	TWO
Date:	04/22/2025

WAL-MART
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PROVO, UT
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WALMART TRACT

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PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C26	58°09'53"	25.38	25.00	N40°55'03"E	24.30
C27	58°09'53"	65.99	65.00	N40°55'03"E	63.19
C28	19°19'09"	464.72	1378.24	S18°28'39"W	462.52
C29	5°19'08"	89.58	965.00	S82°10'25"W	89.55
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C31	20°00'00"	134.39	385.00	N10°00'00"W	133.71

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L46	N70°00'00"E	91.88
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L48	S11°21'31"E	174.05
L49	S61°46'58"E	49.10
L50	S1°01'19"E	142.15
L51	N20°00'00"W	70.83

H:\WWal-Mart\UT, Provo - WMT003345.20 - Lakeview Parkway & I-15\0SVY\11-CAD\Exhibit\20250421 - BOUNDARY EXHIBITS.dwg - Greg Shumaker - 4/22/2025

WAL-MART

-

PROVO, UT

-

WALMART TRACT

Project No:	WMT003345.10
Drawn By:	GJS
Checked By:	TWO
Date:	04/22/2025

Galloway

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Pleasant Grove, UT 84062
385.248.0460
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RESOLUTION <<Document Number>>

A RESOLUTION APPOINTING AN EXECUTIVE DIRECTOR FOR THE PROVO MUNICIPAL COUNCIL. (26-060)

The city of Provo is organized under a council-mayor form of government with a mayor and independent municipal council;

It is proposed that _____ be appointed as the Executive Director for the Municipal Council;

On August 11, 2026, the Municipal Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts are found in the meeting record; and

After considering the proposed appointment the Municipal Council finds: (i) the appointee meets the qualifications of the posted position and has the requisite skills and abilities to perform the duties of the Executive Director, and (ii) such appointment reasonably furthers the health, safety and general welfare of the citizens Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Municipal Council appoints _____ as Executive Director for the Municipal Council.

PART II:

This appointment takes effect on Monday, August 31, 2026.

END OF RESOLUTION.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	KMARTINS
Presenter:	Katrice MacKay, Council Chair
Department:	Recorder
Meeting Date:	8/11/2026
Requested Duration (Minutes):	5 minutes
CityView or Issue File Number:	26-060

SUBJECT: 5 A resolution appointing an executive director for the Provo Municipal Council. (26-060)

ADMINISTRATIVE RECOMMENDATION: Approve the resolution

ADMINISTRATIVE MEMO: This resolution appoints an individual to serve as the Executive Director for the Provo City Municipal Council. The Executive Director is responsible for overseeing the operations of the Council Office and supporting the Municipal Council in carrying out its legislative and administrative responsibilities. Approval of this resolution formally confirms the appointment and authorizes the individual to assume the position. The candidate has been through a thorough selection process. All councilors have had the opportuity to participate in that selection process prior to this resolution being drafted.

FISCAL IMPACT: NA

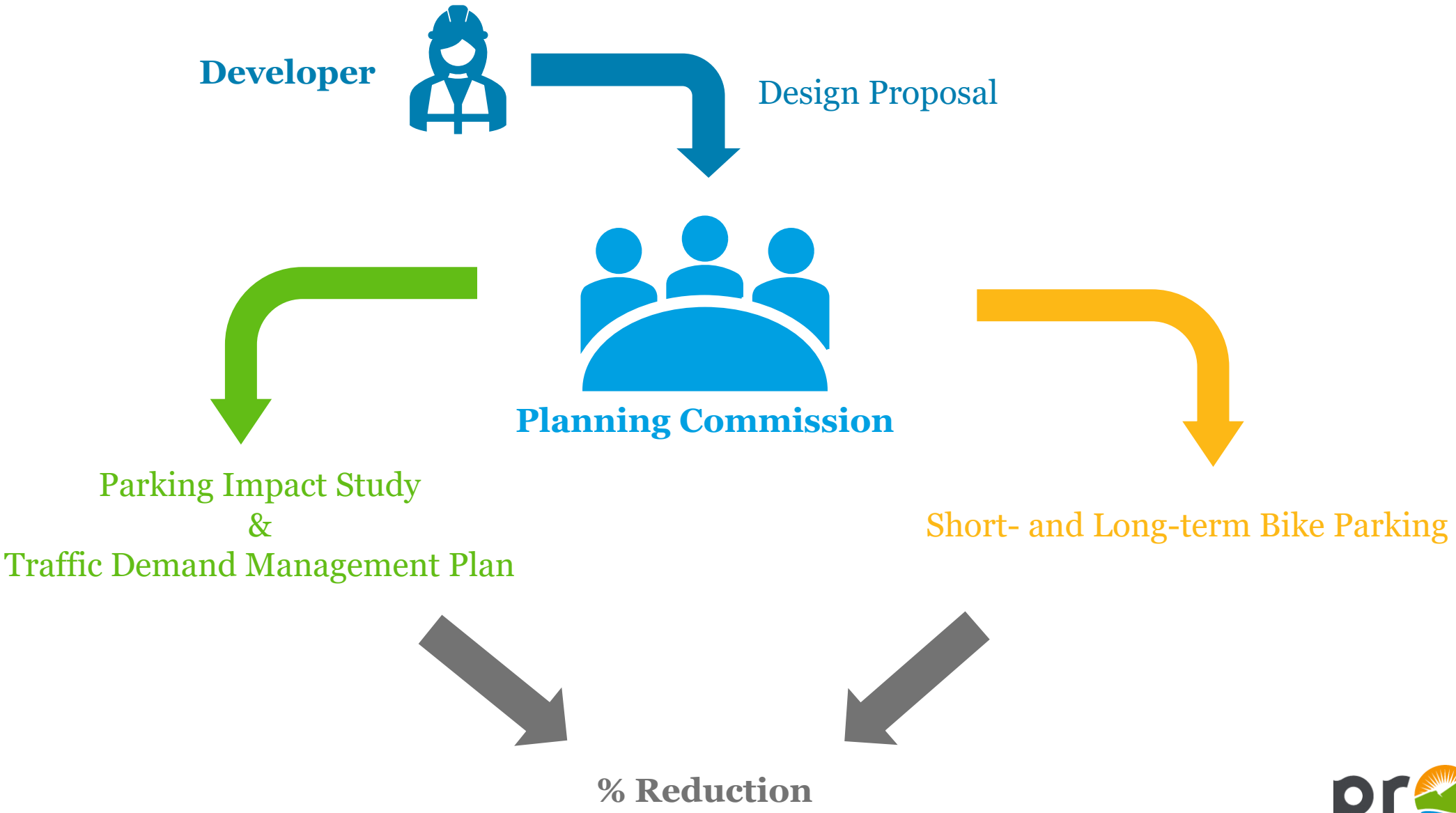
COUNCIL STAFF MEMO:

Granting Parking Requirement Reductions

Shifting Responsibility to Council

Municipal Council Meeting | Tuesday August 11, 2026

Proposal: Remove Planning Commission's Paths to Approve Reductions



Proposal:

Remove Planning Commission's Paths to Approve Reductions



Parking Impact Study
&
Traffic Demand Management Plan

Short- and Long-term Bike Parking



Additional Considerations

- 6 active TDMs would be maintained.

- Council can choose to create reduction policy within their legal powers
    - Code Amendment
    - Zoning
    - Overlay
    - Agreement

provo

Process If Adopted

Developer



Legislative Solution

- Code Amendment
- Zoning/Overlay
- Agreement

Council



Action

Reduction

Recommendation:

Consider the Merits of the Proposal

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: TTAGUCHI
Presenter: Tanner Taguchi, Council Policy Analyst
Department: Recorder
Meeting Date: 8/11/2026
Requested Duration (Minutes): 10 minutes
CityView or Issue File Number: PLOTA20260080

SUBJECT: 6 An ordinance regarding parking requirement reductions. (PLOTA20260080)

ADMINISTRATIVE RECOMMENDATION: Consider adopting the proposed text amendment.

ADMINISTRATIVE MEMO: This item was amended by Council during the July 14 work meeting. See the attached Council memo.

FISCAL IMPACT: This propsal will have no immediate fiscal impact on the city government.

COUNCIL STAFF MEMO: See the attached memo.

Municipal Council Policy Analyst Memo

To: Municipal Council
From: Tanner Taguchi, Council Policy Analyst
Re: The Ordinance Amending Parking Requirement Reduction Policy
Date: Tuesday August 11, 2026

Executive Summary

The proposed ordinance would remove the two existing paths for property owners to receive a reduction in the number of parking spaces required during development. Removing these administrative paths would leave legislative changes such as zone changes, text amendments, or related agreements as the only routes to lowering parking requirements. The language in the proposal would keep existing agreements enforced by the city intact.

Current Process of Reducing Parking Requirements

The current proposal resulted from amendments to a previous version that were made on July 14, 2026, in a Council work meeting.

There are currently two codified paths for a property owner to receive a reduction in the number of parking spaces they're required to create during the development process. Regardless of the path the owner pursues, the planning commission has the final say on granting a reduction.

The paths for receiving a reduction are

1) Creating a Transportation Demand Management (TDM) Program (PCC 14.37.050(2))

To obtain a parking reduction via this path the property owner must, first, present a parking count justification study that shows a more precise estimate of the number of spaces needed. Transportation planners, traffic consultants, licensed engineers, or architects can perform this study. The number of spaces presented in the study may be less than the statutory requirement.

Additionally, the owner can submit, as part of the planning application, elements of their design that would decrease the demand for parking. These elements include bicycle amenities, proximity to transit or employment centers, carpool parking, and electric charging stations.

After considering the contents of the traffic study and TDM, the commission may reduce the number of required parking spaces to meet the expected demand based on those findings. There are no statutory criteria for the commission to base their judgement of the findings of the study, the terms of the TDM, or the magnitude of the reduction.

2) Increased Bicycle Parking Spaces (PCC 14.37.050(3))

To obtain a parking reduction via this path the property owner must create bicycle parking spaces according to the requirements set out in the bicycle parking table listed in 14.37.050 (3). For example, the commission may grant a reduction for an apartment without private garages, if

the property owner creates .5 long-term and .1 short-term bicycle parking spaces for each bedroom included in the project.

Like the TDM path, there is no statutory limit to the reduction granted by the commission.

According to the planning division, there are several active TDMs associated with completed developments. If the language in the exhibit is adopted, then these existing TDM agreements will be preserved, and property owners will continue to be bound by the terms of their agreements.

Mayor-Council Governments Vary in How to Approach Reductions

I spoke with four other cities with Mayor-Council forms of government[1] about how parking requirement reductions are granted. They varied widely in how specific the statutory requirements for a reduction are and who has the final authority to grant the reduction. Some cities empower administrative staff to approve reductions if narrowly tailored criteria are met. Another city has administrative staff approve reductions in certain circumstances and the planning commission in others.

Of the four, Ogden was the only city that has no administrative mechanism for granting a parking requirement reduction. In Ogden's case, the property owner must request a text amendment or zone change that meets their specific needs to create fewer parking spaces.

Effect of the Proposal

Because all new development projects in the city must strictly follow the off-street parking requirements laid out in PCC 14.37.060.

If a developer had reason to request a reduction, they could take one of several different routes to receive one:

1) The developer could request a text amendment to the off-street parking standards that meets the needs of their project. For example, if a project has a specific use that can be defined and given lower standards, the Council could debate the merits of requiring fewer spaces for all new development of that particular use.
2) The developer could request a PRO zone where the parking requirements within that zone are less than that of the general standards listed in PCC 14.37.060. The requirements of the new PRO zone could be tailored specifically to the developer's anticipated needs.
3) The developer could request that the Council create an overlay zone that reduces the existing parking requirements by a certain percentage wherever that overlay zone is applied. For example, if a parking reduction overlay zone reduces an area's parking requirement by 10%, future developers in other areas could request that that overlay be applied to their property as well.

[1] Ogden, Salt Lake City, Sandy, and West Jordan

4) The developer via a development agreement could enter into additional agreements that would require ongoing maintenance of a certain number of parking spaces in a certain development. This would likely be a part of a rezone negotiation.

All these routes would require City Council approval.

ORDINANCE <<Document Number>>

AN ORDINANCE REGARDING PARKING REQUIREMENT REDUCTIONS. (PLOTA20260080)

RECITALS:

On May 27, 2026, the Planning Commission held a public hearing to consider proposed amendments to PCC 14.37.050 that would have added additional parking requirement reductions in certain areas, and after the hearing, the Planning Commission recommended approval to the Municipal Council by a vote of 4-0;

On June 23, 2026, the Municipal Council met to consider said proposal and discussed whether parking reductions allowed under this section were appropriate and the effect on existing Transportation Demand Management (TDM) agreements under this section if it were repealed;

On July 14, 2026, the Municipal Council met to consider amending the proposal and moved to repeal the existing language in 14.37.050 and to replace it with new language presented during the Council work meeting at a future Municipal Council meeting. The motion passed by a vote of 6-1;

On August 11, 2026, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) Section 14.37.050 should be amended to keep in place TDM agreements signed before passage of this ordinance, (ii) repeal the means by which the planning commission can grant a parking reduction, and (iii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

Provo City Code 14.37.050 is amended as shown in Exhibit A.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Exhibit A

14.37.050
Reductions in Off-street Parking Requirements

(1) Transportation Demand Management (TDM) program agreements recorded between property owners and Provo City governing the provision of parking on subject lots prior to August 11, 2026, remain in effect pursuant to the terms of the agreements and are subject to the provisions of this Section.

(2) For property where a TDM agreement exists, failure by the property owner to abide by the agreement is unlawful. In addition to other legal remedies available to the City, a determination by the Planning Commission, after a duly noticed hearing, that the owner has violated the agreement, means that any parking reduction allowed as the result of the TDM program is no longer allowed for that property and the property must meet the parking requirements otherwise required by Provo City Code at the time of project approval.

~~(1) *Purpose and Intent.* The Provo City General Plan encourages the application of transportation demand management strategies to reduce traffic congestion and to lessen the amount of land that must be devoted to parking for commercial, industrial, or public facility uses. Accordingly, the purpose of this Section is to allow flexibility in off-street parking requirements for commercial, industrial, public facility, or multifamily residential uses based on the standards set forth herein. This Section shall not be used to reduce parking for baching single residential projects.~~

~~(2) *Reduction in Off-Street Parking Based on a Transportation Demand Management (TDM) Program and a Parking Count Justification Study.*~~
~~(a) Subject to the requirements of this Subsection, the Planning Commission may reduce off-street parking required under Section 14.37.060, Provo City Code, for any use located on a lot within a commercial, industrial, or public facility zoning district; or for multifamily residential developments in residential zones, as part of a project plan approval.~~
~~(b) In addition to the application materials required for a project plan, an applicant shall submit a Transportation Demand Management (TDM) program and a parking count justification study prepared by a transportation planner, traffic consultant, licensed engineer, or architect.~~
~~(c) Elements of a TDM program may include, but are not limited to, the following:~~
~~(i) Design of the project site so that landscaped areas, other than those required by Chapter 15.20, Provo City Code, or the underlying zone, can be converted to provide additional parking areas meeting the requirements of Section 14.37.060, Provo City Code, if the City determines the parking originally provided under this reduction is inadequate, based on parking demand;~~
~~(ii) Robust bicycle amenities (i.e., lockers and repair facilities) and additional designated bicycle parking areas in excess of what is required for the project;~~
~~(iii) Proximity of a proposed project to employment centers, mass transit, commercial services, and public recreation spaces;~~
~~(iv) Designated priority parking for carpool and/or van pool vehicles;~~
~~(v) Designated pick-up and drop-off zones;~~

(vi) Priority parking for car-sharing; or
(vii) Electric vehicle charging facilities.
(d) A Parking Justification Study shall include the following information:
(i) Calculation of the number of off-street parking spaces required by this Chapter for the use proposed;
(ii) Total square footage of all uses within existing and proposed development and the square footage devoted to each type of use therein;
(iii) A reasonable conversion of gross floor area to net available floor area within existing and proposed development that accounts for such factors as wall thickness, corridors, and other portions of the development that do not generate parking demand;
(iv) A copy of the applicant's plans to operate a transportation demand management program that provides incentives for employee use of transportation modes other than single occupancy vehicles;
(v) Trip generation rates expected for the uses within the existing and proposed development;
(vi) If the development is an expansion of an existing use, or if a similar facility exists elsewhere in Utah, historical data indicating parking lot usage experience at the existing development or facility.
(e) Following consideration of the materials required by this Section, the Planning Commission may approve a reduction in the parking otherwise required by this Chapter, subject to the following:
(i) Adoption of findings that the TDM program is adequate for the proposed reduction and the parking justification study reasonably reflects expected parking demand;
(ii) Recordation of the TDM agreement between the property owner and Provo City governing the provision of parking on the subject lot. Such agreement shall run with the land and include provisions for:
(A) Monitoring of parking lot adequacy on at least an annual basis, and
(B) Construction of additional parking spaces, implementation of parking demand mitigation measures, or compliance with the usual Provo City Code parking standards if trip generation rates for uses within the development change from those set forth in the TDM program and parking count justification study.
(f) For property where a TDM agreement exists, failure by the property owner to abide by the agreement shall be unlawful. In addition to other legal remedies available to the City, a determination by the Planning Commission, after a duly noticed hearing, that the owner has violated the agreement, shall mean that any parking reduction allowed as the result of the TDM program is no longer allowed for that property and the property must meet the parking requirements otherwise required by Provo City Code at the time of project approval.
(g) In no case shall parking for residential uses be less than one (1) space per unit for a one (1) bedroom unit, or one and one-half (1.5) spaces for a unit with two (2) or more bedrooms.
(h) TDM agreements for residential projects that are granted a reduction in off-street parking requirements shall, in addition to the TDM program elements, provide that:
(i) Any land area which would otherwise be allocated for parking, if this reduction were not invoked, and that is not developed with structures shall be improved with landscaping meeting City standards and include reasonable amenities;
(ii) A financially responsible party shall be locally available to enforce provisions of the agreement;

(iii) Binding community rules regarding occupancy, parking, other limitations and enforcement procedures shall be included in the agreement and as a note on any plat documents, and such rules shall be posted conspicuously on the premises; and
(iv) After a period of five (5) years, during which the number of parking stalls has never been found to be inadequate, the Development Services Director may determine that retaining landscaped areas in reserve for future parking is no longer necessary.

(3) *Reduction in Off-Street Parking through Providing Increased Bicycle Parking Spaces.* The Planning Commission may approve a reducing of the off-street parking otherwise required by this Chapter if an applicant for such a reduction demonstrates compliance with the bicycle parking space requirements in the table below.

Land Use Type	**Long-Term Requirement**	**Short-Term Requirement**
Residential		
Single-family dwelling	No spaces required.	No spaces required.
Multiple-Family and Apartments		
a) With private garage for each unit	No spaces required.	0.10 spaces for each bedroom. Minimum is 2 spaces.
b) Without private garage for each unit	0.5 spaces for each bedroom. Minimum is 2 spaces.	0.10 spaces for each bedroom. Minimum is 2 spaces.
c) Senior housing	0.5 spaces for each bedroom. Minimum is 2 spaces.	0.10 spaces for each bedroom. Minimum is 2 spaces
Civic: Cultural/Recreational		
Nonassembly cultural (library, government, etc.)	1.5 spaces for each 10 employees. Minimum is 2 spaces per project.	1 space for each 8,000 s.f. of floor area. Minimum is 2 spaces per project.
Assembly (church, theaters, stadiums, parks, beaches, etc.)	1.5 spaces for each 20 employees. Minimum is 2 spaces per project.	Spaces for 5% of maximum expected daily attendance.
Health care/hospitals	1.5 spaces for each 20 employees or 1 space for each 70,000 s.f. of floor area, whichever is greater. Minimum is 2 spaces per project.	1 space for each 20,000 s.f. of floor area. Minimum is 2 spaces per project.
Education		

Land Use Type	Long-Term Requirement	Short-Term Requirement
a) Public, parochial, and private day care centers for 15 or more children	1.5 spaces for each 20 employees. Minimum is 2 spaces per project.	1 space for each 20 students of planned capacity. Minimum is 2 spaces per project.
b) Public, parochial, and private nursery schools, kindergartens, and elementary schools (1—3)	1.5 spaces for each 10 employees. Minimum is 2 spaces per project.	1.5 spaces for each 20 students of planned capacity. Minimum is 2 spaces per project.
c) Public, parochial, and elementary (4—6), junior high and high schools	1.5 space for each 10 employees plus 1 space for each 20 students of planned capacity. Minimum is 2 spaces per project.	1.5 space for each 20 students of planned capacity. Minimum is 2 spaces per project.
d) Colleges and universities	1.5 spaces for each 10 employees plus 1 space for each 10 students of planned capacity; or 1 space for each 20,000 s.f. of floor area, whichever is greater.	1 space for each 10 students of planned capacity. Minimum is 2 spaces per project.
Transit Stations		
Rail/bus terminals and stations/airports	Spaces for 7% of projected a.m. peak period daily ridership.	Spaces for 2% of a.m. peak period daily ridership.
Commercial Activity		
Retail		
General food sales or groceries	1 space for each 10,000 s.f. of floor area. Minimum is 2 spaces per project.	1 space for each 2,000 s.f. of floor area. Minimum is 2 spaces per project.
General retail	1 space for each 10,000 s.f. of floor area. Minimum is 2 spaces per project.	1 space for each 5,000 s.f. of floor area. Minimum is 2 spaces per project.
Office	1.5 spaces for each 10,000 s.f. of floor area. Minimum is 2 spaces per project.	1 space for each 20,000 s.f. of floor area. Minimum is 2 spaces per project.
Auto Related		
Automotive sales, rental, and delivery, automotive servicing, automotive repair and cleaning	1 space for each 10,000 s.f. of floor area. Minimum is 2 spaces per project.	1 space for each 20,000 s.f. of floor area. Minimum is 2 spaces per project.

Land Use Type	Long-Term Requirement	Short-Term Requirement
Off-street parking lots and garages available to the general public	1 space for each 20 automobile spaces. Minimum is 2 spaces. Unattended surface parking lots excepted.	Minimum of 6 spaces or 1 per 10 auto spaces. Unattended surface parking lots excepted.
Industrial/Manufacturing		
Manufacturing and production	1 space for each 12,000 s.f. of floor area. Minimum is 2 spaces per project.	Number of spaces to be prescribed by the Director of City Planning. Consider minimum of 2 spaces at each public building entrance.

Residency Requirements for Board Appointees

Changing the Default Setting

Council Work Meeting | Tuesday July 14, 2026

Residency Is Not Required on All Boards

Boards Requiring Residency	Requirement
Airport Board	All Must Be Residents
Arts Council	8/11 Must be Residents
Library Board	All Must be Residents
Planning Commission	All Must Be Residents
Transportation and Mobility Advisory Committee	5/7 Must Be Residents

General rules for all boards don't mention residency.
(Provo Code 2.20.020)

Proposal: Default Residency Requirement

1. New general residency requirement:

> (c) Candidates for appointment to a city board shall be residents of Provo City unless otherwise stipulated in the section of city code that describes the qualifications for an individual board.

2. Boards Allowing Non-residents:
   - Up to three members of the Arts Council
   - The FBO representative on the Airport Board
   - City Employees on Board of Equalization

3. Incumbent non-resident members can finish their terms

provo

Other Cities Require Residency More Often

City	% of Boards Requiring Residency*
Springville	100
Orem	93
Payson	86
Spanish Fork	67
Lehi	67
Provo	**45**
Pleasant Grove	44

*Either in part or in all

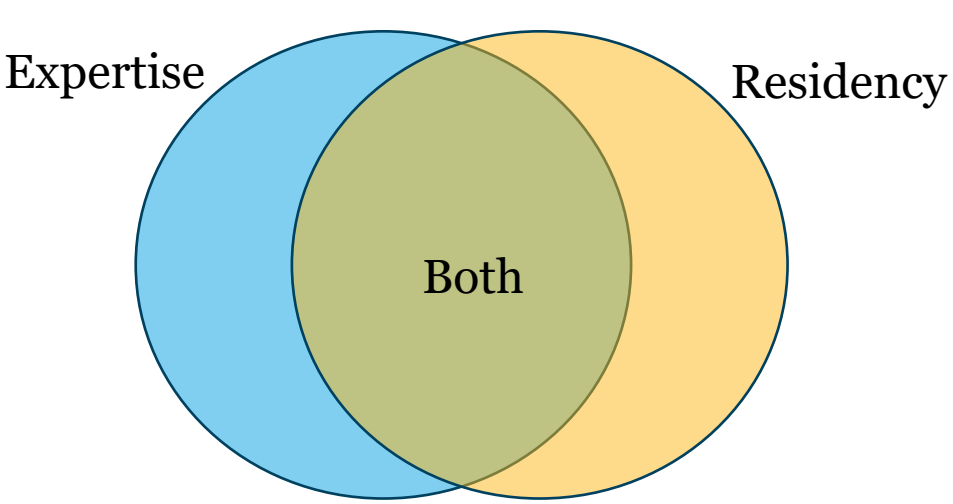
Requirements If Adopted

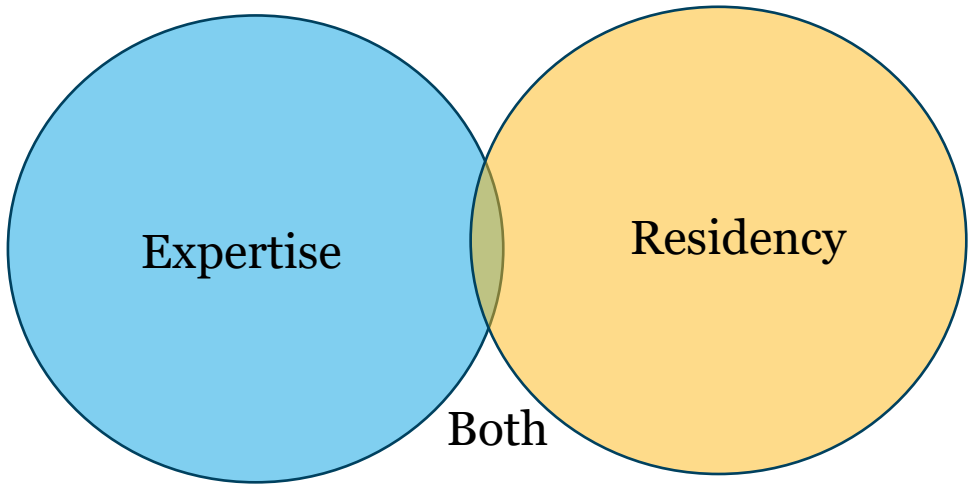
Board	Requirements
Airport Board	6/7 Must Be Residents
Arts Council*	8/11 Must Be Residents
Board of Adjustment	All Must Be Residents
Civil Service Commissions	
Design Review Committee	
Energy Board	
Library Board*	
Landmarks Commission	
Parks and Recreation Board	
Planning Commission*	
TMAC	

*This proposal doesn't affect the requirements of these boards

Considerations

- Constriction of the Talent Pool





- Decrease in Executive and Legislative Flexibility

Recommendation:

Consider Merits of the Proposal

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: TTAGUCHI
Presenter: Tanner Taguchi, Council Policy Analyst
Department: Recorder
Meeting Date: 8/11/2026
Requested Duration (Minutes): 10 minutes
CityView or Issue File Number: 26-057

SUBJECT: 7 An ordinance regarding a general residency requirement for boards and commission candidates. (26-057)

ADMINISTRATIVE RECOMMENDATION: Consider adopting the proposal as written

ADMINISTRATIVE MEMO: This is a Council item. See attached Council memo.

FISCAL IMPACT: Adopting this proposal will have no fiscal impact on the city.

COUNCIL STAFF MEMO: See attached memo.

Municipal Council Policy Analyst Memo

To: Municipal Council
From: Tanner Taguchi, Council Policy Analyst
Re: Proposed Ordinance Requiring Residency for Most Board Appointments
Date: Tuesday August 11, 2026

Executive Summary

A minority of Provo's advisory boards require some of its members to be Provo residents. While the lack of a general residency requirement allows for a wider pool of candidates, especially for boards with additional professional requirements, it doesn't statutorily focus the mayor's attention on appointing Provo residents, who are most greatly impacted by the city's decisions. Because the choice before the Council can be described as a balancing of values, the proposal should be thoroughly debated prior to being heard in a Municipal Council meeting.

Proposal

This ordinance would enact a general residency requirement for city boards, except as specifically designated in other sections of code. If the proposed ordinance was adopted, the only exceptions would be that the Airport Board would allow one member to be non-resident and the Arts Council would allow up to three members to be non-residents.

Condition

Provo has 11 boards comprised of residents chosen by elected officials, either the Mayor or the Council, to serve as advisors on specific areas of public policy. In most cases, the mayor appoints residents for board membership and the Council will either grant or withhold its consent. All board appointments require a majority of the Council's approval.
There is no general rule requiring members of city boards to be Provo residents. Even though the Council is unlikely to consent to a board comprised primarily of non-residents, that scenario is legally possible. However, five of these boards currently have a Provo residency requirement:

1. The Airport Board
2. The Arts Council (except three members)
3. The Library Board
4. The Planning Commission
5. The Transportation and Mobility Advisory Committee (except two members)

Cause

Some boards require some members to possess professional knowledge or experience. For example, TMAC requires one member to represent transportation academia. While the intention of past Councils regarding not including a general residency requirement is unclear, it serves to increase the pool of possible applicants for boards requiring such professional experience. In cases where boards have no such requirements, any potential residency requirement would be less limiting because all Provo residents would be eligible.

Additionally, during the July 14 Council work meeting, Chief Administrative Officer, Scott Henderson indicated that finding qualified Provo residents to fill seats with professional requirements has not been an issue in the past.

Criteria

Other cities in Utah Valley have mixed approaches to residency requirements for board appointments. Some cities have implemented residency requirement universally or nearly universally. Others have far fewer boards that require residency.

The Majority of Boards in Other Utah Valley Cities Require Partial Residency

City	# Requiring Residency	# of Boards	% Requiring Some Residency
Springville	6	6	100
Orem	13	14	93
Payson	6	7	86
Lehi	4	6	67
Spanish Fork	10	15	67
Provo	5	11	45
Pleasant Grove	4	9	44

Effect

Some Councilors may see value in an individual's professional expertise as it concerns boards with specific professional requirements, or where professional expertise is valuable. However, if the pool of possible candidates with professional experience *who live in Provo* is deemed to be sufficient, then the question of a smaller pool is less relevant.

Regardless of current professional requirements, some Councilors may put a premium on residency because the impact of Provo's public policy recommendations and changes will be felt primarily by city residents. The proposed language would have the effect of narrowing the mayor's *search for appointees* to residents because there is no other path forward.

As the code is written now, the mayor is permitted to appoint whomever they wish, with the exception of the five current residency requirements and any other professional requirements. The Council, though, maintains the power to *reject* any of those appointees for any reason, including non-residency.

This proposal would have the effect of constraining the mayor in their appointments. However, it would also constrain the Council from considering a non-resident appointee. It could be said that the current policy allows more flexibility but does not put a legal premium on Provo residency. However, as was said above, the city CAO did provide context for this balance when he said that finding Provo residents who fit professional requirements has not been an issue in the past.

Recommendation/Conclusion

Because the merits of this proposal hinge on the value each Councilor places on flexibility of choice, appointee expertise, and appointee residency, this issue should be debated during the work meeting prior

to a vote in a Municipal Council meeting. Such debate will determine whether requiring appointees to be residents is in the best interest of the city government and Provo residents.

ORDINANCE <<Document Number>>

AN ORDINANCE REGARDING A GENERAL RESIDENCY REQUIREMENT FOR BOARDS AND COMMISSION CANDIDATES. (26-057)

RECITALS:

It is proposed that Provo City Code 2.20.020 be amended to require all board and commission members to be Provo residents unless otherwise stipulated in the code that lists the qualifications for a specific board or commission;

It is further proposed that certain code sections governing specific boards be amended to clarify the parameters for non-resident members;

On July 14 and August 11, 2026, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

Provo City Code 2.20.020 is amended as presented in Exhibit A.

PART II:

Provo City Code 2.21.020 is amended as presented in Exhibit B.

PART III:

Provo City Code 2.22.010 is amended as presented in Exhibit C.

PART IV:

Provo City Code 2.23.010 is amended as presented in Exhibit D.

PART V:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Exhibit A

2.20.020 General Rules for Permanent City Boards, Commissions, Committees, Councils, Foundations and Agencies

(1) Except as provided in Subsection (2) of this section, the rules set forth in this section shall apply to each board, commission, council, agency, foundation and district, created under the authority of Provo City which is not organized as a separate legal entity. Each of the foregoing is referred to in this section as a "City board".

(2) If a rule set forth in this section conflicts with a federal, state, or local law applicable to a particular City board, such law shall supersede the conflicting rule to the extent of the conflict.

(3)

(a) Each City board shall be an advisory board only.

(b) Each City board shall consist of seven (7) members, each of whom shall serve a term of four (4) years.

(i) The terms of members shall be staggered.

(ii) Members may be appointed to a term of less than four (4) years when necessary to provide for staggered terms.

(iii) Unless reappointed, no City board member shall serve beyond the term for which the member was appointed.

(c) Candidates for appointment to a city board must be residents of Provo City unless otherwise stipulated in the section of city code that describes the qualifications for an individual board.

(d) ~~(c)~~ City board members shall be appointed by the Mayor, with the advice and consent of the Municipal Council.

(e) ~~(d)~~ City board members may be removed from office by the Mayor, without cause.

(f) ~~(e)~~ City board members shall receive no compensation for their services, but may be reimbursed for reasonable expenses incurred in the performance of their duties.

(g) ~~(f)~~ Each City board shall elect a chair and a vice-chair. Each person so elected shall serve for a term of one (1) year. No person may serve consecutive terms as chair, and no person may serve consecutive terms as vice-chair.

(h) ~~(g)~~ Meetings of each City board may be called by:

(iv) the chair;

(v) the vice-chair, if the chair is incapacitated, or otherwise cannot act;

(vi) a majority of the members of the board; or

(vii) the Mayor.

(i) ~~(h)~~ Written minutes and a recording shall be kept for all open meetings of a City board as provided in Section 52-4-203, Utah Code Annotated, as amended. The written minutes and recording of an open meeting are public records as follows:

(i) Written minutes are the official record of action taken at the meeting.

(A) Written minutes that have been prepared in a form awaiting only formal approval by a City board are a public record.

(B) Written minutes shall be available to the public within a reasonable time after the end of the meeting.

(C) Written minutes that are made available to the public before approval by a City board shall be clearly identified as "awaiting formal approval" or "unapproved" or with some other appropriate notice that the written minutes are subject to change until formally approved.

(D) Each City board shall establish and implement procedures for the board's approval of the written minutes of each meeting.

(ii) A recording of an open meeting shall be available to the public for listening within three (3) business days after the end of the meeting.

(j) ~~(i)~~ Each City board may adopt reasonable rules, consistent with this section, by which it conducts its business.

Exhibit B

2.21.020 Terms of Office – Compensation – Expenses

(1) If there are one (1) or more fixed-base operators (FBO) at the airport, one (1) member of the Board shall be an FBO representative. If only one (1) FBO serves the airport at a given time, the FBO representative may be appointed for a three-year term. If multiple FBOs serve the airport, the appointment shall be rotated equally among the FBOs serving the airport and the FBO representative shall be appointed for a one-year term. The remaining six (6) members of the Board shall be appointed for staggered terms of three (3) years each. All Board terms shall begin on July 1 and terminate on June 30. The FBO representative need not be a resident of Provo.

(2) No member of the board shall receive any salary or compensation of any kind for the performance of their duties as herein provided except that members of the board may be reimbursed for their reasonable expenses incurred in carrying out their duties, provided said expenses are approved by the Airport Director prior to the time the expenses are incurred.

Exhibit C

2.22.010 Created – Organization

(1) A Provo Arts Council is hereby created.

(2) The Provo Arts Council shall have eleven (11) members who shall be appointed by the Mayor with the advice and consent of the Municipal Council. Each member shall serve for three (3) years, except that members may be appointed to shorter terms to provide for staggered terms among members of the Arts Council. Due to the impact of Arts programs and facilities on all of Utah County, up to three (3) ~~or more~~ members may be non-residents of Provo.

(3) The Provo Arts Council by majority vote shall elect from among its members a chair and a vice-chair, each of whom shall serve for a period of one (1) year. The election of the chair and vice-chair shall be held at the first regular meeting at which a quorum is present following July 1 of each year.

Exhibit D

2.23.010 Board of Equalization and Review

(1) The Municipal Council hereby elects under the option granted by Utah State law that the Board of Equalization and review required for processing special improvement district assessments shall consist of three (3) members as follows:
    (a) ~~(1)~~ the City Recorder or the City Recorder's designee;
    (b) ~~(2)~~ the City Engineer or Public Works Director; and
    (c) ~~(3)~~ the City Attorney or the City Attorney's designee.
(2) Members of this board need not be residents of Provo City.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JMCKNIGHT
Presenter: David Michelsen, Engineer
Department: Public Works
Meeting Date: 8/11/2026
Requested Duration (Minutes): 20 minutes
CityView or Issue File Number: 26-063

SUBJECT: 8 A resolution adopting an Americans with Disabilities Act transition plan. (26-063)

ADMINISTRATIVE RECOMMENDATION: Adopt the transition plan

ADMINISTRATIVE MEMO: The Americans with Disabilities Act (ADA) requires public entities with 50 or more employees to develop and maintain an ADA Transition Plan to identify and remove barriers that limit accessibility to public facilities, programs, services, and activities. Provo City's ADA Transition Plan establishes a framework for evaluating existing infrastructure, prioritizing accessibility improvements, and guiding future compliance efforts. The plan includes the City's initial self-evaluation of sidewalks and pedestrian curb ramps and outlines the process for continuing evaluations of City facilities, policies, programs, and practices. Although federal regulations do not specifically require City Council adoption of an ADA Transition Plan, bringing the plan before the Council demonstrates the City's commitment to accessibility, provides transparency to the public, and formally establishes the plan as the City's guiding document for achieving and maintaining ADA compliance.

FISCAL IMPACT: None

COUNCIL STAFF MEMO:

RESOLUTION <<Document Number>>

A RESOLUTION ADOPTING AN AMERICANS WITH DISABILITES ACT TRANSITION PLAN. (26-063)

RECITALS:

It is proposed that the Municipal Council adopt an American with Disabilities Act Transition Plan and authorize the Mayor to sign the plan;

On August 11, 2026, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

1. The proposed Americans with Disabilities Act Transition Plan, as attached in Exhibit A, is approved.
2. The Mayor is authorized to sign and execute all necessary and appropriate documents in conjunction with this Plan.

PART II:

This resolution takes effect immediately.

PROVO CITY

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN



Provo City Corporation
445 W Center St
Provo, UT 84601

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Introduction

The Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, and amended January 1, 2009, is a civil rights law prohibiting discrimination against individuals on the basis of disability. The ADA consists of five titles outlining protections in the following areas:

- **Title I - Employment:** This title is designed to remove barriers that would deny qualified individuals with disabilities access to the same employment opportunities and benefits available to others without disabilities. Employers must reasonably accommodate the disabilities of qualified applicants or employees.
- **Title II - State and Local Government Services:** This title prohibits public entities (which includes state and local governments, including the City) from operating programs, polices and services that discriminate on the basis of disability. “Programs” is an overly broad term. Examples of “programs” offered by local governments include, having public sidewalks, having public restrooms in city buildings, and employing people to provide public services. While only Title II applies to state and local governments, it incorporates the Title I prohibition from employment discrimination affecting the city’s employees.
- **Title III - Public accommodations:** This title prohibits discrimination based on disability by private entities in places of public accommodation. Examples include hotels, restaurants, and other businesses that offer goods or services to the public.
- **Title IV - Telecommunications:** This title requires telephone companies to have developed interstate and intrastate telephone relay services in every state.
- **Title V - Miscellaneous Provisions:** This title has a variety of provisions relating to the ADA, including its relationship to other laws, its impact on insurance benefits and prohibiting “reverse discrimination” lawsuits.

In the Americans with Disabilities Act (ADA), the term disability is defined, with respect to an individual, as:

- A physical or mental impairment that substantially limits one or more of the major life activities of such individual,
- A record of such an impairment, or
- Being regarded as having such an impairment.

ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the Architectural Barriers Act (ABA) of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered, or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

Public Rights of Way Accessibility Guidelines (PROWAG) is developed by the Access Board and are guidelines that address accessibility in the public right-of-way. Sidewalks, street crossings, and other elements of public rights-of-way are all covered in the PROWAG Guidelines. The City Transition Plan primarily adheres to PROWAG.

ADA Requirements of Provo City

Under Title II of the ADA, the City must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities (28 CFR Sec. 35.150).
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability (28 CFR Sec. 35.130 (a)).
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result (28 CFR Sec. 35.130(b)(7)).
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective (28 CFR Sec. 35.130(b)(iv) & (d)).
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others (29 CFR Sec. 35.160(a)).
- Must designate at least one responsible employee to coordinate ADA compliance (28 CFR Sec. 35.107(a)). This person is typically referred to as the ADA Coordinator. The public entity must provide the ADA Coordinator's name, office address, and telephone number to all interested individuals (28 CFR Sec. 35.107(a)).
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons (28 CFR Sec. 35.106).
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process (28 CFR Sec. 35.107(b)).

ADA Coordinator

The City has designated the following to serve as ADA Title II Coordinator to oversee the City's policies and procedures:

David Michelsen, ADA Coordinator
Public Works
1377 S 350 E
Provo, UT 84606
Phone: 801-852-6736

Travis Savage, ADA Coordinator
Facilities
445 W Center St
Provo, UT 84601
Phone: 801-852-6633

Thes individuals serve as the primary point of contact on all issues related to ADA program accessibility within the city. They also oversees the requirements outlined in the ADA for effective communication to the public, in the grievance procedure, and in policies and procedures for all the City's programs.

The ADA Title II Coordinator is available to answer questions from both the public and city employees about accommodating persons with disabilities and Title II of the ADA. All written requests shall be sent to the ADA Coordinator at the address above.

Any Provo City Title I Employment Issues will be handled by the City's designated ADA Specialist in the Human Resources department. Currently, the City's HR ADA Specialist is:

Daniel Softley, HR Director
Department of Human Resources
445 W Center St
Provo, UT 84601
Phone: 801-852-6189

Public Notice and Grievance Procedure

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities with regard to ADA compliance. The City's public notice can be found on the City's Accessibility webpage, and draft of this notice is provided in Appendix B.

If users of Provo City's facilities and services believe the City has not provided reasonable accommodation, they have the right to file a grievance. The City has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances.

The grievance procedure is available for all interested parties to document a grievance/complaint related to facilities, services, and programs owned and operated by the city. This grievance procedure can be found on the City's Accessibility webpage, and a draft of this procedure is provided in Appendix B.

The City's ADA Coordinator is responsible for ensuring that the grievance procedure is followed and that records are kept for at least three years.

Self-Evaluation

Overview

Under Title II of the Americans with Disabilities Act (ADA), Provo City is required to conduct a self-evaluation of its services, programs, activities, policies, practices, and facilities to identify barriers to accessibility and ensure individuals with disabilities have an equal opportunity to participate in and benefit from City services. The self-evaluation process examines both physical infrastructure and operational practices to determine where improvements are needed and establishes the foundation for the City's ADA Transition Plan.

Process & Findings

In 2022, Public Works partnered with the Utah Local Technical Assistance Program (LTAP) to complete a citywide inventory and accessibility assessment of sidewalks and pedestrian curb ramps within the public rights-of-way. Sidewalks and curb ramps were evaluated using American Public Works Association (APWA) condition assessment criteria and applicable ADA accessibility standards. The assessment documented sidewalk conditions, identified accessibility barriers, evaluated curb ramp compliance, and established a comprehensive GIS-based inventory that serves as the foundation for prioritizing accessibility improvements throughout the City's pedestrian network. The inventory is maintained as a living dataset and is updated through ongoing maintenance activities, capital improvement projects, development, targeted field evaluations, and citizen reports.

In 2025, the Parks and Recreation Department completed accessibility evaluations of its major public facilities, including the Recreation Center, Covey Center for the Arts, Provo Municipal Golf Course, Peaks Ice Arena, and City parks. These assessments evaluated each facility for compliance with current ADA and International Building Code (IBC) accessibility requirements and documented observed accessibility deficiencies and barriers. The evaluations focused exclusively on accessibility and were intended to identify potential improvements necessary to enhance access for individuals with disabilities. The assessments recognize that certain facilities were constructed under earlier accessibility standards and that current requirements may not have been in effect at the time of original construction. As with any comprehensive accessibility assessment, the evaluations represent a professional consultation intended to identify potential barriers and may be supplemented by future reviews as facilities are renovated, expanded, or modified.

The City recognizes that ADA self-evaluation extends beyond the public rights-of-way and Parks and Recreation facilities. Provo City is continuing evaluations of additional municipal facilities, programs, services, policies, communication methods, and operational practices to ensure compliance with Title II of the ADA. As these evaluations are completed, the findings will be incorporated into this ADA Transition Plan and used to guide future accessibility improvements, policy updates, and capital investments. The City views ADA compliance as an ongoing responsibility and will periodically update this Transition Plan to reflect completed improvements, newly identified barriers, evolving accessibility standards, and future self-evaluations.

Provo City Transition Plan

Transition Plan Need and Purpose

As required by Title II of the ADA, Provo City (the City) conducted an evaluation of its buildings, parks, and facilities within public rights of way and developed this Transition Plan.

The purpose of this plan is to document the City’s evaluation and develop objectives for eliminating the barriers to access that were found. ADA evaluation, transition planning, and implementation will be a continuous effort for the city. Provo City is committed to updating the ADA Transition Plan annually with oversight of the Mayor. This plan is intended to be a working

document that will be expanded as future evaluations of the programs and services offered by the City are completed.

This document includes the methodology used to assess the programs, services, and activities, including pedestrian facilities on public rights of way, parks, and city buildings, as part of the initial phase of the development of the Plan and establishes a schedule and priorities to complete the Plan.

It is recognized that Provo City was incorporated in 1850 and much of its infrastructure predates the inception of ADA requirements. Thus, with the notable amount of existing non-ADA compliant access, it is understood that the transition from non-ADA compliance to full ADA-Compliance, citywide, is a process requiring a fair amount of time. The Provo City Transition Plan exists to facilitate this on-going transition into full compliance.

Overview

Requirements of an ADA Transition Plan include the identification of noncompliant items and the methods to remove the barriers. The term “transition plan” comes from the terminology in the 1990 Americans with Disabilities Act (ADA) that describes how public entities would be “transitioning” into compliance. The term “barrier removal” plan is used in addition to the term transition plan when public entities are no longer transitioning into compliance. The transition/barrier removal plan identifies the noncompliant barrier that may deny access to goods and services, the proposed method to remove the barrier, the identity if the responsible person(s) to oversee the implementation of the plan, and the projected schedule for barrier removal of “structural” barriers.

The City recognizes that ADA compliance is an ongoing process. As required by the ADA, noncompliant findings regarding physical barriers are documented in the Provo City Transition Plan. The City will continually update project schedules for barrier removal and will consider a variety of factors to assist with and assign priorities for barrier removal.

City Parks and Golf Course

Methodology

In 2019 and 2025, Provo City Parks and Recreation retained West Coast Code Consultants (WC^3) to conduct comprehensive accessibility assessments of the Department's major public facilities and park system. The evaluation included the Provo Recreation Center, Covey Center for the Arts, Peaks Ice Arena, Timpanogos Golf Club, and the City's parks, greenways, and trailheads.

The assessments were conducted using the 2010 ADA Standards for Accessible Design, applicable International Building Code (IBC) accessibility provisions, the U.S. Access Board's guidance for recreation facilities, and other applicable federal accessibility standards. The evaluations focused exclusively on accessibility and to identify physical barriers that may limit access for individuals with disabilities. The assessments were not comprehensive building code inspections and did not evaluate other life-safety or building code requirements.

Each facility was evaluated for accessible parking, accessible routes, entrances, interior circulation, restrooms, drinking fountains, recreation amenities, play areas, athletic facilities, seating, signage, and other elements applicable to the specific facility. For park properties, evaluations also included trails, trailheads, picnic areas, playgrounds, sports courts, athletic fields, site furnishings, and other public amenities. Identified deficiencies were documented and compiled into facility-specific assessment reports to support implementation of the City's ADA Transition Plan.

In addition to these accessibility assessments, the Parks and Recreation Department maintains accreditation through the National Recreation and Park Association (NRPA) Commission for Accreditation of Park and Recreation Agencies (CAPRA). As part of the reaccreditation process, the Department conducts periodic self-assessments of its operations, facilities, and maintenance practices. Information obtained through the CAPRA accreditation process will continue to supplement the City's ADA self-evaluation and assist in identifying future accessibility improvements.

The parks self-inventory included the following locations:

Bicentennial	Big Springs	Bridal Veil
Canyon Glen	Carterville	East Bat Nature Unit
Exchange	Harbor Park	Joaquin
Kiwanis	Lions Park	Maeser
Memorial	Neighborhood	North
Paul Ream	Pioneer	Provost
Lakewood	Powerline #3	Powerline #4
The Rivers	Riverside	Roadside
Rock Canyon	Sherwood Hillside	Slate Canyon
South Fork	Spring Creek	Wells Fargo
Shooting Sports Park		

For each park location the following was evaluated:

- parking (if applicable) and/or site arrival points
- accessible routes to and through the park
- play areas
- sports courts and athletic fields
- restrooms
- water fountains and other amenities
- signage

Findings

The assessments identified accessibility deficiencies ranging from routine maintenance items to larger capital improvements. Many deficiencies can be corrected through ongoing maintenance activities, such as replacing accessibility signage, adjusting hardware, repairing walkways, or improving pavement markings. Other deficiencies, including modifications to accessible parking,

accessible routes, building entrances, restrooms, play areas, athletic facilities, and site amenities, may require design, engineering, and capital construction.

The evaluations were performed using current ADA and accessibility standards. Because many City facilities were constructed before adoption of the current standards, some identified deficiencies reflect changes in accessibility requirements rather than deficiencies that existed at the time of original construction. The assessments represent a professional evaluation of observed accessibility barriers and establish a baseline inventory to guide future accessibility improvements throughout the Parks and Recreation system. The Parks transition plan phasing schedule can be found in Appendix E.

Implementation Methodology

The Parks and Recreation Department will implement accessibility improvements using a phased, prioritized approach that balances available funding, operational needs, and community benefit. Accessibility improvements will be incorporated into routine maintenance, facility renovations, park improvements, and Capital Improvement Program (CIP) projects whenever practical, allowing barriers to be removed efficiently as facilities are repaired, renovated, or replaced.

Projects will be prioritized based on factors including public use, severity of the accessibility barrier, safety considerations, program accessibility, project readiness, available funding, and opportunities to coordinate improvements with scheduled maintenance or capital projects. Annual work plans will identify priority accessibility improvements, establish funding and staffing needs, and monitor implementation progress.

Accessibility improvements identified through future facility evaluations, CAPRA self-assessments, citizen requests, or ADA grievances will be incorporated into the Department's ongoing asset management and capital planning process. The Parks and Recreation accessibility inventory will be maintained as a living document and updated periodically to reflect completed improvements, newly identified barriers, and changing accessibility standards.

City Pedestrian Facilities in the Right of Way

Methodology

As part of Provo City's broader ADA self-evaluation, Public Works completed a comprehensive assessment of sidewalks and pedestrian curb ramps within the public rights-of-way in 2022. Conducted in partnership with the Utah Local Technical Assistance Program (LTAP), the assessment established a baseline inventory of pedestrian infrastructure, identified existing accessibility barriers, and provides the foundation for prioritizing future accessibility improvements. This assessment is one component of the City's overall ADA Transition Plan and complements evaluations of other City facilities, programs, services, and operations.

The assessment included a citywide inventory and condition evaluation of sidewalks and pedestrian curb ramps using geospatial data collection methods. Sidewalks were visually inspected by block face using condition assessment criteria developed by the American Public

Works Association (APWA) and evaluated for accessibility in accordance with the Americans with Disabilities Act (ADA). Deficiencies such as deteriorated concrete, vertical displacement, cracking, spalling, and obstructions within the pedestrian access route were documented, and each block face was assigned an overall condition rating.

As part of the inventory, every identifiable pedestrian curb ramp within the public right-of-way was evaluated for ADA compliance. The assessment determined that approximately 50 percent of existing curb ramps did not fully meet current ADA accessibility standards. All inventory, condition, and accessibility data were incorporated into Provo City's Geographic Information System (GIS), providing a centralized resource for tracking infrastructure conditions, identifying barriers, prioritizing improvements, and documenting completed accessibility projects.

The public rights-of-way inventory is maintained as a living dataset and is updated through ongoing maintenance activities, capital improvement projects, development, targeted field evaluations, and citizen reports.

Findings

The assessment identified approximately 2,040,489 linear feet of sidewalks, 5,690 pedestrian curb ramps, and 56 signalized intersections within the City's public rights-of-way. Key findings of the assessment are summarized below.

Sidewalk Network

- 2,040,489 linear feet of sidewalks inventoried.
- 9,035 sidewalk deficiencies identified.
- 3,558 (40%) require removal and replacement.
- 749 (8%) are candidates for concrete lifting.
- 4,728 (52%) are candidates for grinding to remove vertical displacement.

Pedestrian Curb Ramps

- 5,690 curb ramps inventoried.
- 3,121 (54.9%) meet current ADA accessibility standards.
- 1,979 (34.8%) complied with the standards in effect at the time of installation but do not meet current ADA accessibility requirements.
- 590 (10.4%) do not meet ADA accessibility requirements.

Signalized Intersections

- 56 signalized intersections inventoried.
- No Accessible Pedestrian Signals (APS) were identified within the existing system.

Cost Summary

The ramp inventory identified approximately 5710 possible accessibility ramp locations. Of these, 3393 met ADA accessibility requirements. The remaining 2317 will need some level of repair or replacement to bring them into compliance. The average construction cost is

approximately $5000 in today's dollars. The cost may range as high as $15,000 for a complicated corner ramp. Using $5000 per ramp as an estimate, the approximate cost to bring all ramps into ADA compliance in the PROW is approximately $11,585,000.

Since funding to install all the needed ramps is not immediately available, a determination of priority locations for the expenditure of City funds will continue development. Suggested criteria included pedestrian traffic volume, school routes, bus routes, public buildings, commercial outlets, citizen requests, road maintenance requirements, and coordination with special needs groups. Public feedback can also help determine location priority. The city-wide accessibility plan in conjunction with a robust asset plan is feasible. The table below outlines the budget allocated for ADA compliance upgrades over the next 10 years.

Table 1 - Fund allocation toward sidewalk and pedestrian ramp ADA improvements

Year	Description	Budget	Estimated Qty of Modifications
2027	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2028	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2029	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2030	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2031	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2032	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2033	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2034	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2035	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2036	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards
2037	Ped Ramps Modifications	$350,000	70 ramps
	Sidewalk Repairs	$100,000	100 improvements
	Trip Hazard	$50,000	450 trip hazards

Progress Monitoring and Transition Plan Management

This document will continue to be updated as conditions within the City evolve.

The appendices in this document will be updated periodically, while the main body of the document will be updated every 3-5 years, with a future update schedule to be developed, as necessary. Any substantive updates that chang ethe method of evaluation and improvement prioritization will include a public comment period to continue the City's public outreach efforts. The ADA Transition Plan will be updated and presented to City Council every five years.

The City recognizes that ADA compliance is an ongoing responsibility, which will require monitoring to identify future accessibility issues that may be encountered. The ADA Coordinators will conduct an annual review of ongoing evaluations, improvements, and compliance. City employees and community stakeholders are encouraged to report any accessibility concerns or deficiencies that are identified.

Formal Adoption of ADA Transition Plan

This ADA Transition Plan is hereby adopted by Provo City Corporation, effective August of 2026.

Signed:

_____ _____

ADA Title II Coordinator Date

_____ _____

ADA Transition Plan Implementation Coord. Date

_____ _____

Authorizing Official Date

Appendices

Appendix A – Public Notice

It is a priority of Provo City Corporation that we are accessible and inclusive to everyone with access needs or disabilities.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), Provo City Corporation will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment

Provo Corporation does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication

Provo City will generally, upon request, provide appropriate aid and services leading to effective communication for qualified persons with disabilities so they can participate equally in Provo City programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to all individuals with access needs and disabilities.

Modifications to Policies and Procedures

Provo City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in Provo City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Provo City should contact the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require Provo City to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden. Complaints that a program, service, or activity of Provo City is not accessible to persons with disabilities should be directed to accessibility@provo.gov.

Appendix B - Grievance Procedure

To ensure compliance with the Americans with Disabilities Act (ADA), Provo City has established the following procedure for resolving grievances:

1. **Submit Complaint**. The individual ("Complainant") submits their grievance in writing on the Provo City Accessibility website. Click here for online submission. If a written submission is not feasible, alternative formats such as audio recordings are acceptable and can be submitted to the ADA Coordinator at accessability@provo.gov. The Complainant may also contact Customer Service for assistance at 801-852-6000 or 311 in Provo.

2. **Initial Contact & Response**. Within 15 calendar days of receiving the grievance, the Provo City ADA Coordinator contacts the Complainant to discuss their grievance. A written response (or another accessible format, as requested) outlining the City's findings and decision is provided within 15 calendar days of that discussion.

3. **Appeal (Optional)**. If the Complainant disagrees with the ADA Coordinator's decision, they may file an appeal within 15 calendar days of receiving the city's response to the Provo City Ombudsman at tarar@provo.gov or 801-852-6409.

4. **Final Review**. Within 15 calendar days of receiving the appeal, the Ombudsman schedules a meeting with the Complainant to review the grievance. Within 15 calendar days of that meeting, the Ombudsman will respond in writing (or another accessible format, as requested) with the final decision regarding the complaint.

For any additional questions about accessibility, contact Customer Service at 801-852-6000 or 311 in Provo. Or our ADA coordinator at accessibility@provo.gov.

Appendix C –ADA Design Standards and Procedures

ADA Resources and Design Standards

Provo City adopts the most current edition of the APWA Manual of Standard Plans and Manual of Standard Specifications.

The City has Public Rights-of-Way Accessibility Guidelines (PROWAG), as adopted by the Utah Department of Transportation (UDOT), as its design standard. Information about the PROWAG can be found at: https://www.access-board.gov/prowag/

The City follows the Manual on Uniform Traffic Control Devices (MUTCD) from the Federal Highway Administration with respect to pedestrian signals.

Design Procedures
Intersection Corners

Every attempt will be made to achieve compliance when constructing or upgrading curb ramps or blended transitions within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted. Regardless of whether full compliance can be achieved or not, each intersection corner installed or retrofitted shall be made as compliant as possible to ADA standards in accordance with the judgement of City staff.

Sidewalks / Trails

Every attempt will be made to achieve compliance when constructing sidewalks and trails within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted. Regardless of whether full compliance can be achieved, every sidewalk or trail constructed or upgraded shall be made as compliant as possible to ADA standards in accordance with the judgement of City staff.

Traffic Control Signals

Every attempt will be made to achieve compliance when construction new traffic control signals within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted. Regardless of whether full compliance can be achieved or not, each traffic signal control location installed or upgraded shall be made as compliant as possible to ADA standards in accordance with the judgement of City staff.

Other policies, practices, and programs

Policies, practices, and programs not identified in this document will follow the applicable ADA standards.

Appendix D – Glossary of Terms

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Federal Highway Administration (FHWA): A branch of the U.S. Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

PROWAG: An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U.S. Access Board. This guidance addresses roadway design practices, slope and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Right-of-Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally-funded facilities.

Appendix E - Parks Transition Plan Phasing Schedule

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Bicentennial	Parking Lot	N	Major Difficiencies	No "Van Accessible" sign, and all less than 60"	Install sign at the proper height.	1-4 Years
Bicentennial	Parking Lot	Y	No issues documented			
Bicentennial	Parking Lot	N	Major Difficiencies	All Painting of Parking isles are too faded to inspect	Repaint parking lot	1-4 Years
Bicentennial	Parking Lot	N	Major Difficiencies	All Painting of Parking isles are too faded to inspect	Repaint parking lot	1-4 Years
Bicentennial	Parking Lot	N	Major Difficiencies	All Painting of Parking isles are too faded to inspect	Repaint parking lot	1-4 Years
Bicentennial	Parking Lot	N	Major Difficiencies	All Painting of Parking isles are too faded to inspect	Repaint parking lot	1-4 Years
Bicentennial	Routes	Y	N/A			
Bicentennial	Routes	Y	N/A			
Bicentennial	Routes	N	Minor Difficiencies	Missing curb ramps	Extend walkway to all amenities. Level cross slopes. Apply curb ramps where applicable.	7-10 Years
Bicentennial	Routes	N	Major Deficiencies	There is no accessible path leading to the wetland trail		7-10 Years
Bicentennial	Routes	N	Major Deficiencies	Missing curb ramps		7-10 Years
Bicentennial	Routes	N	Major Deficiencies	Slopes > 1:12 (In wetlands trail)		7-10 Years
Bicentennial	Routes	N	Minor Deficiencies	Cross slopes >2%		3-5 Years
Bicentennial	Routes	N	Major Deficiencies	Cross slopes >2%		3-5 Years
Bicentennial	Routes	N	Major Deficiencies	Missing (wetlands trail)		1-4 Years
Bicentennial	Routes	N	Major Deficiencies	Missing (wetlands trail)		3-5 Years
Bicentennial	Pavillion	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Bicentennial	Pavillion	N	Major Deficiencies	Not Provided	Rearrange or remove tables to add space or extend floor space and add seating.	7-10 Years
Bicentennial	Restrooms	N	Major Deficiencies	When providing more than one urinal at least one must be accessible, the privacy dividers are two close together to have ADA access to one urinal	Remodel of the bathroom may be required if turning space cannot be met with current layout. ADA urinal must be installed with dispensers and other items placed at the proper heights.	3-5 Years
Bicentennial	Restrooms	Y	N/A			
Bicentennial	Restrooms	N	Major Deficiencies	Missing		1-4 Years
Bicentennial	Restrooms	N	Major Deficiencies	Too high		1-4 Years
Bicentennial	Restrooms	Y	No issues documented			
Bicentennial	Restrooms	Y	No issues documented			
Bicentennial	Restrooms	N	Major Deficiencies	Inadequate <60" turning space		7-10 Years
Bicentennial	Restrooms	Y	No issues documented			
Bicentennial	Drinking Fountains	N	Major Deficiencies	2 Drinking fountains one at bathroom, one at pavilion both are not functioning and both are for standing persons only	Drinking fountains must be adjusted to meet the height requirements. Extend or create floor space to meet criteria.	3-5 Years
Bicentennial	Drinking Fountains	N	Minor Deficiencies	Only 1 height		1-4 Years
Bicentennial	Drinking Fountains	N	Major Deficiencies	Not Provided		1-4 Years
Bicentennial	General Signage	Y	N/A			
Bicentennial	General Signage	N	Major Deficiencies	On Door, not tactile	Install applicable signage.	1-4 Years
Bicentennial	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Bicentennial	Playground(s)/ Slash Pad/ Equipment	Y	No issues documented			
Bicentennial	Disc Golf	Y	No issues documented	Disc Golf Courses not covered under 2010 ADA Federal guidelines. No requirements required		
Bicentennial	Benches	Y	No issues documented	at least one bench accessible		
Bicentennial	Dog Park	N	Major Deficiencies	No accessible gate/hardware, No Clear Space	Remodel entrance to with appropriate hardware.	3-5 Years
Bicentennial	Fire Pits/BBQ	N	Major Deficiencies	No clear floor space	Extend pad to accommodate floor space.	3-5 Years
Bicentennial	Fire Pits/BBQ	N	Major Deficiencies	Device height too high	Readjust height of BBQ	1-4 Years
Bicentennial	Trail/River Access	N	Major Deficiencies	Wet Lands trail not accessible, Actual wet land trail has curb, guards, slope, etc… issues	Extend walkway to trail. Apply guard rails and edge protection where needed.	3-5 Years
Big Springs	Parking Lot 1	N	Major Deficiencies	missing	Install applicable signage.	1-4 Years
Big Springs	Parking Lot 1	N	Minor Deficiencies	>2% cross slope	Level cross slopes.	
Big Springs	Parking Lot 1	Y	No issues documented			
Big Springs	Parking Lot 1	N	Major Deficiencies	No van accessible stall	Paint van stall and install proper signage.	1-4 Years
Big Springs	Parking Lot 1	N	Major Deficiencies	Insufficient Stalls	Provide ADA Stalls	1-4 Years
Big Springs	Parking Lot 1	N	Major Deficiencies	Stalls not dispersed		1-4 Years
Big Springs	Parking Lot 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Big Springs	Parking Lot 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 2	N	Major Deficiencies	Need ADA stall for dispersal requirements		1-4 Years
Big Springs	Parking Lot 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Big Springs	Parking Lot 3	N	Major Deficiencies	Need ADA stall for dispersal requirements		1-4 Years
Big Springs	Routes	Y	N/A	Asphalt need of repair and need redesign		
Big Springs	Routes	Y	N/A			
Big Springs	Routes	N	Major Deficiencies	No route provided	Repair walkway and extend route to all amenities.	1-4 Years
Big Springs	Routes	N	Major Deficiencies	There is a general Asphalt walkway through the park it does not connect all the amenities and is in need of repair in several places.		7-10 Years
Big Springs	Routes	Y	N/A			
Big Springs	Routes	Y	N/A			
Big Springs	Routes	N	Many Major Deficiencies	Slopes > 5%		7-10 Years
Big Springs	Routes	N	Many Major Deficiencies	Cross slopes >2%		3-5 Years
Big Springs	Routes	Y	N/A			
Big Springs	Routes	Y	N/A			
Big Springs	Large Pavillion 1	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Big Springs	Large Pavillion 1	N	Major Deficiencies	No clear floor spaces	Rearrange or remove tables to add space or extend floor space.	3-5 Years
Big Springs	Large Pavillion 2	Y	No issues documented			
Big Springs	Large Pavillion 2	N	Major Deficiencies	No clear floor spaces		3-5 Years
Big Springs	Large Pavillion 3	Y	No issues documented			
Big Springs	Large Pavillion 3	N	Major Deficiencies	No clear floor spaces		3-5 Years
Big Springs	Restrooms	Y	No issues documented			
Big Springs	Restrooms	Y	N/A			
Big Springs	Restrooms	N	Major Deficiencies	Missing 18" vert. only	Install applicable grab bars.	1-4 Years
Big Springs	Restrooms	N	Major Deficiencies	Not provided, other dispenser not within ADA ranges	Adjust dispenser heights to compliant heights.	1-4 Years
Big Springs	Restrooms	Y	No issues documented			
Big Springs	Restrooms	Y	No issues documented			
Big Springs	Restrooms	N	Major Deficiencies	Currently there is n adequate turning space to enter the restroom main entrance	Remodel of the entrance required. May facilitate a complete remodel of the restroom.	7-10 Years
Big Springs	Restrooms	Y	No issues documented			
Big Springs	General Signage	Y	N/A			
Big Springs	General Signage	N	Major Deficiencies	No tactile and on doors	Install applicable signage.	1-4 Years
Big Springs	Picnic Pads	N	Major Deficiencies			7-10 Years
Big Springs	Picnic Pads	N	Major Deficiencies	Not on an accessible route	Extend walkway to amenity.	7-10 Years
Big Springs	Benches	N	Major Deficiencies	the only bench has no companion sitting and slope is verry steep, and there's no clear floor space	Level cross slopes. Add compliant bench and add floor space.	3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Big Springs	Fire Pits/BBQ	N	Major Deficiencies	no BBQ can be accessed by wheelchair, no clear floor space, or no accessible route	Adjust BBQ height and extend walkway to reach amenity. Create pad under grill to allow for turn space.	1-4 Years
Big Springs	Fire Pits/BBQ	Y	No issues documented			
Big Springs	Trail/River Access	Y	No issues documented			
Bridal Veil	Parking 1	N	Major Deficiencies	missing	Install applicable signage.	1-4 Years
Bridal Veil	Parking 1	N	Minor Deficiencies	>2% cross slope	Level cross slopes.	3-5 Years
Bridal Veil	Parking 1	Y	No issues documented			
Bridal Veil	Parking 1	N	Major Deficiencies	No van accessible stall	Install sign at the proper height.	1-4 Years
Bridal Veil	Parking 1	N	Major Deficiencies	Insufficient Stalls	Paint and mark the required number of stalls in the parking lot.	1-4 Years
Bridal Veil	Parking 1	N	Major Deficiencies	Stalls not dispersed	Spread the stall to the appropriate locations and install the proper signage at the appropriate height.	1-4 Years
Bridal Veil	Parking 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 2	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 2	N	Major Deficiencies	Need ADA stall for dispersal requirements		1-4 Years
Bridal Veil	Parking 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Bridal Veil	Parking 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 3	N	Major Deficiencies	No ADA Stalls provided		1-4 Years
Bridal Veil	Parking 3	N	Major Deficiencies	Need ADA stall for dispersal requirements		1-4 Years
Bridal Veil	Accessible Routes	Y	N/A	Asphalt need of repair and need redesign		
Bridal Veil	Accessible Routes	Y	N/A			
Bridal Veil	Accessible Routes	N	Major Deficiencies	No route provided	Install a route to amenities.	
Bridal Veil	Accessible Routes	N	Major Deficiencies	There is a general Asphalt walkway through the park it does not connect all the amenities and is in need of repair in several places.	Repair and extend the walkway to all amenities to fit standards and requirements.	7-10 Years
Bridal Veil	Accessible Routes	Y	N/A			
Bridal Veil	Accessible Routes	Y	N/A			
Bridal Veil	Accessible Routes	N	Many Major Deficiencies	Slopes > 5%	Level cross slopes.	7-10 Years
Bridal Veil	Accessible Routes	N	Many Major Deficiencies	Cross slopes >2%	Level cross slopes.	7-10 Years
Bridal Veil	Accessible Routes	Y	N/A			
Bridal Veil	Accessible Routes	Y	N/A			
Bridal Veil	Large Pavillion 1	Y	No issues documented			
Bridal Veil	Large Pavillion 1	N	Major Deficiencies	No clear floor spaces	Either rearrange or remove tables to fit compliance or extend the pavement in the pavilion to meet the requirement.	3-5 Years
Bridal Veil	Large Pavillion 1	Y	No issues documented			
Bridal Veil	Large Pavillion 1	N	Major Deficiencies	No clear floor spaces		3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Bridal Veil	Large Pavillion 2	Y	No issues documented			
Bridal Veil	Large Pavillion 2	N	Major Deficiencies	No clear floor spaces		3-5 Years
Bridal Veil	Restrooms	Y	No issues documented			
Bridal Veil	Restrooms	Y	N/A			
Bridal Veil	Restrooms	N	Major Deficiencies	Missing 18" vert. only	Install the appropriate grab bars.	1-4 Years
Bridal Veil	Restrooms	N	Major Deficiencies	Not provided, other dispenser not within ADA ranges	Provide appropriate dispensers at the proper heights.	1-4 Years
Bridal Veil	Restrooms	Y	No issues documented			
Bridal Veil	Restrooms	Y	No issues documented			
Bridal Veil	Restrooms	N	Major Deficiencies	Currently there is n adequate turning space to enter the restroom main entrance	Remodel of the entrance required. May facilitate a complete remodel of the restroom.	7-10 Years
Bridal Veil	Restrooms	Y	No issues documented			
Bridal Veil	General Signage	Y	N/A			
Bridal Veil	General Signage	N	Major Deficiencies	No tactile and on doors	Install the appropriate tactile signage on the door.	1-4 Years
Bridal Veil	Picnic Pads	N	Major Deficiencies		Extend walkways to picnic pads	3-5 Years
Bridal Veil	Picnic Pads	N	Major Deficiencies	Not on an accessible route	Extend walkways to picnic pads	3-5 Years
Bridal Veil	Benches	N	Major Deficiencies	the only bench has no companion sitting and slope is verry steep, and there's no clear floor space	Extend floor space for companion sitting or replace the bench. Level the slopes to an appropriate level.	3-5 Years
Bridal Veil	Fire Pits/BBQ	N	Major Deficiencies	no BBQ can be accessed by wheelchair, no clear floor space, or no accessible route	Extend walkway and extend floor space. Change height to allow for accommodation.	7-10 Years
Bridal Veil	Fire Pits/BBQ	Y	No issues documented			
Bridal Veil	Trail/River Access	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Canyon Glen	Parking	N	Major Deficiencies	missing	Add the appropriate signage.	1-4 Years
Canyon Glen	Parking	N	Major Deficiencies	>2% cross slope	Level cross slopes.	3-5 Years
Canyon Glen	Parking	N	Major Deficiencies	No access aisle	Paint an access aisle to meet standard.	1-4 Years
Canyon Glen	Parking	N	Major Deficiencies	No van accessible stall	Install a van stall.	1-4 Years
Canyon Glen	Parking	N	Major Deficiencies	Only 1 at the parking lot is marked as ADA accessible	Increase the number of ADA stall to fulfill the standard.	1-4 Years
Canyon Glen	Parking	N	Major Deficiencies	Stalls not on shortest route	Relocate stalls to be on the shortest route to the park.	1-4 Years
Canyon Glen	Parking	Y	N/A			
Canyon Glen	Parking	Y	N/A			
Canyon Glen	Parking	N	Major Deficiencies	No route provided, non-compliant ramps	Adapt and fix routes to lead to all amenities with correct slopes.	3-5 Years
Canyon Glen	Accessible Routes	N	Major Deficiencies	In general the site has an asphalt walkway connecting to most amenities, currently the asphalt walkway is in need of repair and has multiple areas and issues not in compliance with chapter 4 of the 2010 ADA compliance law. To say that there is an actual accessible path in this park at all would be false.	Create an appropriate walkway to allow for all persons to access amenities.	7-10 Years
Canyon Glen	Accessible Routes	Y	N/A			
Canyon Glen	Accessible Routes	N	Major Deficiencies	Slopes > 1:12	Level slopes to meet ADA requirements.	3-5 Years
Canyon Glen	Accessible Routes	N	Major Deficiencies	Cross slopes >2%	Level slopes to meet ADA requirements.	3-5 Years
Canyon Glen	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Canyon Glen	Accessible Routes	N	Major Deficiencies	Slopes > 1:12	Level slopes to meet ADA requirements.	3-5 Years
Canyon Glen	Accessible Routes	Y	N/A			
Canyon Glen	Accessible Routes	Y	N/A			
Canyon Glen	Pavillion	Y	No issues documented			
Canyon Glen	Pavillion	N	Major Deficiencies	No clear floor space	Rearrange or remove tables to add space or extend floor space.	1-4 Years
Canyon Glen	Pavillion	Y	No issues documented			
Canyon Glen	Pavillion	Y	No issues documented			
Canyon Glen	Pavillion	N	Major Deficiencies	Accessible toilet stalls are provided, in men's restroom there are 2 urinals, at least 1 must be accessible. Currently either one does not meet height requirements. There was another Restroom found on site by the biking trail in the back, but was closed and seems to be abandoned and was not inspected. Possibly under the jurisdiction of Utah county	Install ADA toilet or urinal. Possible redo of the bathroom may be required depending on the situation.	3-5 Years
Canyon Glen	Pavillion	Y	N/A			
Canyon Glen	Pavillion	N	Major Deficiencies	Missing 18" vert. only	Install appropriate grab bars.	1-4 Years
Canyon Glen	Pavillion	N	Minor Deficiencies	Inadequate	Move amenities to the appropriate height.	1-4 Years
Canyon Glen	Pavillion	Y	No issues documented			
Canyon Glen	Pavillion	Y	No issues documented			
Canyon Glen	Pavillion	N	Major Deficiencies	Currently there is not enough clear floor space to adequately enter and exit the bathroom through the main entrances.	Redo of the bathroom is required.	7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Canyon Glen	Pavillion	N	Minor Deficiencies		Move amenities to the appropriate height.	1-4 Years
Canyon Glen	Pavillion	N	Major Deficiencies	Total of 3 on site, none are compliant with either standing or wheelchair compliance	Move amenities to the appropriate height.	3-5 Years
Canyon Glen	Pavillion	N	Major Deficiencies	not within ADA parameters	Move amenities to the appropriate height.	3-5 Years
Canyon Glen	Pavillion	N	Major Deficiencies	Only 1 at the bathroom has clear floor space	Redo of the bathroom is required.	7-10 Years
Canyon Glen	Pavillion	Y	N/A			
Canyon Glen	Pavillion	N	Major Deficiencies	Not Provided	Construct Restroom that meets ADA.	7-10 Years
Canyon Glen	Pavillion	N	Major Deficiencies	Not on an accessible route	Extend walkway to meet the requirement	7-10 Years
Canyon Glen	Pavillion	N	Major Deficiencies	Not present	Install Playground Guide.	1-4 Years
Canyon Glen	Pavillion	N	Minor Deficiencies	Only 1 entrance on 1 side	Increase the number of entrances and exits to meet the standard.	7-10 Years
Canyon Glen	Pavillion	Y	N/A			
Canyon Glen	Pavillion	Y	N/A			
Canyon Glen	Pavillion	N	Major Deficiencies	No Picnic tables outside the pavilions had a path directly to the table	Extend walkways to picnic pads	3-5 Years
Canyon Glen	Pavillion	N	Major Deficiencies	No clear floor space	Either rearrange or remove tables to fit compliance or extend the pavement in the pavilion to meet the requirement.	3-5 Years
Canyon Glen	Pavillion	N	Minor Deficiencies	No turn around space	Either rearrange or remove tables to fit compliance or extend the pavement in the pavilion to meet the requirement.	3-5 Years
Canyon Glen	Pavillion	Y	No issues documented	At least 1 is accessible		
Canyon Glen	Pavillion	Y	No issues documented	At least 1 is accessible		

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Canyon Glen	Amphitheater	N	Major Deficiencies	Nothing in this Amphitheater complies with ADA or code there are too many items to list. Please see chapter 8 of 2010 ADA standards for all requirements	Further inspection of the amphitheater needed to fully access the amount of items that need to be completed to make this amenity compliant. Complete reconstruction of the amphitheater may be required.	7-10 Years
Canyon Glen	Amphitheater	N	Major Deficiencies			7-10 Years
Canyon Glen	Amphitheater	N	Major Deficiencies			7-10 Years
Canyon Glen	Trail/River Access	N	Major Deficiencies	Bike trail technically connected to a path but the slope is extremely sleep outside of ADA parameters	Level the ground leading to the trail. May require significant changes to the trail to make this compliant.	7-10 Years
Carterville	Accessible Routes	Y	N/A			
Carterville	Accessible Routes	Y	N/A			
Carterville	Pavillion	Y	No issues documented			
Carterville	Pavillion	N	Major Deficiencies	No clear floor spaces	Rearrange or remove tables to add space or extend floor space.	3-5 Years
Carterville	Pavillion	Y	No issues documented			
Carterville	Pavillion	N	Major Deficiencies	No clear floor spaces	Rearrange or remove tables to add space or extend floor space.	3-5 Years
Carterville	Restrooms	N	Major Deficiencies	Inadequate, some elements provided but not all	Complete necessary items to bathroom as needed. If required, a complete remodel of the bathroom may be required to meet compliance.	7-10 Years
Carterville	Restrooms	Y	N/A			
Carterville	Restrooms	N	Major Deficiencies	Missing 18" vert. only	Install appropriate grab bars.	1-4 Years
Carterville	Restrooms	N	Major Deficiencies	Too high, some not provided	Move amenities to the appropriate height.	1-4 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Carterville	Restrooms	N	Major Deficiencies	Knee/Toe Clearance	Move amenities to the appropriate height. If fixture impedes knee toe clearance, replacement will be necessary.	7-10 Years
Carterville	Restrooms	Y	No issues documented			
Carterville	Restrooms	N	Major Deficiencies	There is not enough clear floor space for an ADA entrance into the restrooms	Remodel of the entrance required. May facilitate a complete remodel of the restroom.	7-10 Years
Carterville	Restrooms	N	Major Deficiencies	Too high	Lower fixtures to the appropriate height.	7-10 Years
Carterville	Drinking Fountains	N	Major Deficiencies	There are 2 drinking fountains, 1 at each pavilion both are not compliant heights for HI or Lo	Raise and lower fountains to the appropriate heights. Increase pad or rearrange fountain to meet the clear floor space requirement.	7-10 Years
Carterville	Drinking Fountains	N	Major Deficiencies	Too high for all types		7-10 Years
Carterville	Drinking Fountains	N	Major Deficiencies	Not Provided		7-10 Years
Carterville	Signage	Y	N/A			
Carterville	Signage	N	Major Deficiencies	No Tactile/Braille	Install appropriate signage.	1-4 Years
Carterville	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not on an accessible route	Extend walkways to amenities.	3-5 Years
Carterville	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not present	Install a playground guide.	1-4 Years
Carterville	Sports Fields/Baseball	Y	No issues documented			
Carterville	Sports Fields/Baseball	Y	N/A			
Carterville	Sports Fields/Baseball	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Carterville	Sports Fields/Soccer	Y	No issues documented	There is no distinguishable soccer field, only an open grass area		
Carterville	Sports Fields/Soccer	Y	No issues documented			
Carterville	Sports Fields/Soccer	Y	No issues documented			
Carterville	Basketball Courts	N	Minor Deficiencies	Only 1 entrance	Create a second entrance to meet requirement.	3-5 Years
Carterville	Basketball Courts	Y	N/A			
Carterville	Basketball Courts	Y	No issues documented			
Carterville	Volleyball Court	N	Major Deficiencies	Not on an accessible route	Extend walkway to reach amenity.	3-5 Years
Carterville	Volleyball Court	Y	N/A			
Carterville	Volleyball Court	Y	N/A			
Carterville	Picnic Pads	N	Major Deficiencies	Not on an accessible route	Extend walkway to reach amenity.	3-5 Years
Carterville	Picnic Pads	N	Major Deficiencies	No clear floor space	Extend pad to accommodate floor space and seating.	3-5 Years
Carterville	Benches	Y				
Carterville	Fire Pits/BBQ	N	Major Deficiencies	Not on an accessible route	Extend pad to accommodate an accessible route and entrance/exit.	3-5 Years
Carterville	Fire Pits/BBQ	Y	No issues documented			
East Bay Nature Unit	Parking	N	Major Deficiencies	This is an old parking lot is overgrown with vegetation. It is in need of repair and there is no markings placed anywhere. Since there is no infrastructure or trails provided ADA compliance is not required until infrastructure is provided.	Redo of the parking lot may be required if amenities are added. Since East Bay has no plans currently, no action is required to make this compliant.	7-10 Years
East Bay Nature Unit	Parking	Y	No issues documented			
East Bay Nature Unit	Parking	N	Major Deficiencies			7-10 Years
East Bay Nature Unit	Parking	N	Major Deficiencies			7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
East Bay Nature Unit	Parking	N	Major Deficiencies			7-10 Years
East Bay Nature Unit	Parking	N	Major Deficiencies			7-10 Years
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Accessible Routes	Y	N/A			
East Bay Nature Unit	Trail/River Access	Y	N/A	There was no distinguishable trail		
Exchange	Accessible Routes	Y	N/A			
Exchange	Accessible Routes	Y	No issues documented			
Exchange	Accessible Routes	Y	No issues documented			
Exchange	Accessible Routes	N	Major Deficiencies	There are two walk ways provided from separate parking areas and the walkways do not connect. Amenities do have an	Extend walkway to reach all amenities.	3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
				accessible route, but they are not all connected		
Exchange	Accessible Routes	Y	N/A			
Exchange	Accessible Routes	Y	N/A			
Exchange	Accessible Routes	N	Minor Deficiencies	Cross slopes >2%	Level cross slopes	3-5 Years
Exchange	Accessible Routes	N	Minor Deficiencies	Cross slopes >2%	Level cross slopes.	3-5 Years
Exchange	Accessible Routes	Y	N/A			
Exchange	Accessible Routes	Y	N/A			
Exchange	Pavillion	Y	No issues documented	Not Accessible, but park provides one		
Exchange	Pavillion	Y	No issues documented			
Exchange	Pavillion 2	Y	No issues documented	This Pavillion is Accessible		
Exchange	Pavillion 2	Y	No issues documented			
Exchange	Pavillion 3	Y	No issues documented	Not Accessible, but park provides one		
Exchange	Pavillion 4	Y	No issues documented			
Exchange	Pavillion 4	Y	No issues documented	Not Accessible, but park provides one		
Exchange	Pavillion 4	Y	No issues documented			
Exchange	Restrooms	N	Many Major Deficiencies	No Accessible toilet stall provided, 2 urinals are provided and 1 is required to be accessible	Install ADA toilet or urinal. Possible redo of the bathroom may be required depending on the situation.	7-10 Years
Exchange	Restrooms	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Exchange	Restrooms	N	Major Deficiencies	Improperly Installed	Correctly install grab bars.	1-4 Years
Exchange	Restrooms	N	Major Deficiencies	Not provided, and too high	Adjust dispenser heights to compliant heights.	1-4 Years
Exchange	Restrooms	N	Minor Deficiencies	Insulated P-trap	Insulate P trap	1-4 Years
Exchange	Restrooms	N	Major Deficiencies	Too high >40"	Adjust mirrors to proper height.	1-4 Years
Exchange	Restrooms	N	Major Deficiencies	Multiple issues of no turning space in bathroom and entry to building	Possible remodel of the bathroom may be required to meet turning space requirements.	7-10 Years
Exchange	Restrooms	N	Major Deficiencies	Too high	Adjust fixture heights to meet compliance.	7-10 Years
Exchange	Drinking Fountains	N	Major Deficiencies	height does not comply with either HI or low	Adjust drinking fountain heights to meet compliance.	3-5 Years
Exchange	Drinking Fountains	N	Major Deficiencies	height does not comply with either HI or low		3-5 Years
Exchange	Drinking Fountains	Y	No issues documented			
Exchange	General Signage	Y	N/A			
Exchange	General Signage	N	Major Deficiencies	No Tactile/Braille	Install applicable signage.	1-4 Years
Exchange	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Exchange	Playground(s)/ Slash Pad/ Equipment	Y	No issues documented			
Exchange	Volleyball Court	N	Major Deficiencies	Not on an accessible route	Extend walkway to reach amenities.	3-5 Years
Exchange	Volleyball Court	Y	N/A			
Exchange	Volleyball Court	Y	N/A			
Exchange	Horseshoe Pits	N	Major Deficiencies	Not on an accessible route		3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Exchange	Benches	N	Major Deficiencies	Not on an accessible route		3-5 Years
Exchange	Fire Pits/BBQ	Y	No issues documented	at least one is on accessible route		
Exchange	Fire Pits/BBQ	Y	No issues documented			
Exchange	Trail/River Access	Y	No issues documented	Entrance at one of the parking		
Exchange	Concession	Y	N/A	Did not find a concessions stand at park		
Harbor Park	Accessible Routes	Y	N/A			
Harbor Park	Accessible Routes	Y	No issues documented			
Harbor Park	Accessible Routes	Y	N/A			
Harbor Park	Accessible Routes	N	Major Deficiencies	There is a public sidewalk that borders the park, but there is no accessible path connecting amenities	Create walkway to reach all amenities.	7-10 Years
Harbor Park	Accessible Routes	Y	N/A			
Harbor Park	Accessible Routes	Y	N/A			
Harbor Park	Accessible Routes	Y	No issues documented			
Harbor Park	Accessible Routes	Y	N/A			
Harbor Park	Accessible Routes	Y	No issues documented			
Harbor Park	Accessible Routes	Y	N/A			
Harbor Park	Accessible Routes	Y	N/A			
Harbor Park	Pavilions	N	Major Deficiencies	Not on Accessible route	Extend walkway to reach amenity. Rearrange tables or remove to create clear floor space.	3-5 Years
Harbor Park	Pavilions	N	Major Deficiencies	No clear floor spaces		3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Harbor Park	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Harbor Park	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not present	Install a playground guide.	1-4 Years
Harbor Park	Benches	N	Major Deficiencies	No Clear floor space	Expand or create a larger area to create floor space.	3-5 Years
Joaquin	Accessible Routes	Y	N/A			
Joaquin	Accessible Routes	N	Minor Deficiencies	uneven surfaces	Level public sidewalk. Add entrance to play equipment. Repair path and remove vegetation to meet compliance.	7-10 Years
Joaquin	Accessible Routes	Y	N/A			
Joaquin	Accessible Routes	Y	N/A			
Joaquin	Accessible Routes	Y	N/A			
Joaquin	Accessible Routes	N	Minor Deficiencies	uneven surfaces		3-5 Years
Joaquin	Accessible Routes	Y	N/A			
Joaquin	Accessible Routes	Y	No issues documented			
Joaquin	Accessible Routes	Y	N/A			
Joaquin	Accessible Routes	Y	N/A			
Joaquin	Pavilions	Y	No issues documented			
Joaquin	Pavilions	Y	No issues documented			
Joaquin	Restrooms	Y	No issues documented			
Joaquin	Restrooms	Y	N/A			
Joaquin	Restrooms	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Joaquin	Restrooms	N	Minor Deficiencies	Inadequate, some not provided	Adjust dispenser height and add missing items as needed. Install dispensers with either levers or another style to meet ADA requirement.	1-4 Years
Joaquin	Restrooms	N	Major Deficiencies	Knee/Toe Clearance	Adjust so that the knee toe requirement is required. May require retrofit or remodel of the restroom. Adjust bench so that obstruction is removed.	3-5 Years
Joaquin	Restrooms	Y	No issues documented			
Joaquin	Restrooms	N	Major Deficiencies	Bench installed by Restroom entrances obstructs working space to handle door hardware and enter bathroom		3-5 Years
Joaquin	Restrooms	Y	No issues documented			
Joaquin	Drinking Fountains	N	Major Deficiencies	Low Only	Install drinking fountain to meet the high height requirement.	3-5 Years
Joaquin	Drinking Fountains	N	Major Deficiencies	Low drinking fountain in compliance, high also required		3-5 Years
Joaquin	Drinking Fountains	Y	No issues documented			
Joaquin	General Signage	Y	N/A			
Joaquin	General Signage	N	Major Deficiencies	On Door, not tactile	Install applicable signage.	1-4 Years
Joaquin	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Joaquin	Playground(s)/ Slash Pad/ Equipment	N	Major Deficiencies	Not compliant	Install a playground guide.	1-4 Years
Joaquin	Picnic Pads	Y	No issues documented	At least one is accessible		
Joaquin	Picnic Pads	Y	No issues documented	At least one is accessible		
Joaquin	Benches	Y	No issues documented	At least one is accessible		
Joaquin	Fire Pits/BBQ	Y	No issues documented	At least one is accessible		
Joaquin	Fire Pits/BBQ	Y	No issues documented	At least one is accessible		

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Kiwanis	Parking	N	Major Deficiencies	missing, painting provided only	Install the appropriate signage.	1-4 Years
Kiwanis	Parking	Y	No issues documented			
Kiwanis	Parking	N	Major Deficiencies	Not large enough for van accessible	Repaint stalls to the correct widths to meet the requirement. May require that the entire parking lot be repainted and reconfigured.	1-4 Years
Kiwanis	Parking	N	Major Deficiencies	No van accessible stall	Install van stall with applicable signage.	1-4 Years
Kiwanis	Parking	N	Major Deficiencies	2 required only 1 provided	Increase the number of ADA stall to fulfill the standard.	1-4 Years
Kiwanis	Parking	Y	No issues documented			
Kiwanis	Accessible Routes	Y	N/A			
Kiwanis	Accessible Routes	Y	No issues documented			
Kiwanis	Accessible Routes	Y	No issues documented			
Kiwanis	Accessible Routes	N	Major Deficiencies	Accessible route is split in two ends of the park and does not connect, not all amenities are connected, route is in need of repair		7-10 Years
Kiwanis	Accessible Routes	Y	No issues documented			
Kiwanis	Accessible Routes	Y	No issues documented	Ones that exist are not in compliance, but have alternate accessible route		
Kiwanis	Accessible Routes	N	Major Deficiencies	Cross slopes >2%	Level Cross Slopes. May need extensive grading to meet the requirements.	3-5 Years
Kiwanis	Accessible Routes	Y	No issues documented			
Kiwanis	Accessible Routes	N	Major Deficiencies	Cross slopes >2%		3-5 Years
Kiwanis	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Kiwanis	Accessible Routes	Y	N/A			
Kiwanis	Playground Equipment	Y	No issues documented			
Kiwanis	Playground Equipment	N	Major Deficiencies	Not present	Install a playground guide.	1-4 Years
Kiwanis	Pavillion 1	Y	No issues documented			
Kiwanis	Pavillion 1	N	Major Deficiencies	No clear floor spaces	Extension of the paths to all amenities is needed. Tables either need to be removed or replaced to create floor space or the concrete pad needs to be extended to allow for the requirement.	7-10 Years
Kiwanis	Pavillion 2	N	Major Deficiencies	Not on accessible route		7-10 Years
Kiwanis	Pavillion 2	N	Major Deficiencies	No clear floor spaces		7-10 Years
Kiwanis	Pavillion 3	N	Major Deficiencies	Not on accessible route		7-10 Years
Kiwanis	Pavillion 3	N	Major Deficiencies	No clear floor spaces		7-10 Years
Kiwanis	Pavillion 4	N	Major Deficiencies	Not on accessible route		7-10 Years
Kiwanis	Pavillion 4	N	Major Deficiencies	No clear floor spaces		7-10 Years
Kiwanis	Restrooms	N	Major Deficiencies	Men's Bathroom 2 urinals provided 1 must be accessible	Install an ADA urinal to meet the requirement. Installation of grab bars and dispensers at the appropriate heights is also necessary. Since there isn't adequate turn space, a retro fit may need to be done. If that is not possible, it may require a redo of the restroom. Knee toe clearances need to be adjusted	3-5 Years
Kiwanis	Restrooms	Y	N/A			
Kiwanis	Restrooms	N	Major Deficiencies	Missing 18" vert. only		1-4 Years
Kiwanis	Restrooms	N	Major Deficiencies	Some missing, some too high		1-4 Years
Kiwanis	Restrooms	N	Major Deficiencies	Knee/Toe Clearance		3-5 Years
Kiwanis	Restrooms	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Kiwanis	Restrooms	N	Major Deficiencies	Inadequate turning space to enter building	requiring the movement of sinks.	7-10 Years
Kiwanis	Restrooms	Y	No issues documented			
Kiwanis	Drinking Fountains	N	Major Deficiencies	3 total, 1 at restroom and 2 at pavilions. Only standing persons only	Install drinking fountain to meet the high height requirement. May need to apply more depending on the current location.	3-5 Years
Kiwanis	Drinking Fountains	N	Major Deficiencies	Adequate for standing persons only		3-5 Years
Kiwanis	Drinking Fountains	N	Major Deficiencies	Adequate for restroom only		3-5 Years
Kiwanis	General Signage	Y	N/A			
Kiwanis	General Signage	Y	No issues documented			
Kiwanis	Sports Fields Soccer	Y	No issues documented			
Kiwanis	Sports Fields Soccer	Y	N/A			
Kiwanis	Sports Fields Soccer	Y	N/A			
Kiwanis	Tennis Courts	Y	No issues documented	Not on an accessible route, No accessible gate hardware		
Kiwanis	Tennis Courts	Y	N/A			
Kiwanis	Tennis Courts	Y	N/A			
Kiwanis	Benches	Y	No issues documented	At least one accessible bench is provided		
Kiwanis	Fire Pits/BBQ	N	Major Deficiencies	Not on an accessible route	Extend the route to the amenity.	3-5 Years
Kiwanis	Fire Pits/BBQ	Y	No issues documented			
Lions Park	Parking 1	N	Major Deficiencies	This is an asphalt parking lot with no parking stalls or markings. Asphalt is uneven and in need of replacement.	Parking lot may need to be replaced. If it is found that it can be repaired to meet the requirement, the cost would be significantly lower. Repaint stalls and install appropriate signage.	7-10 Years
Lions Park	Parking 1	N	Major Deficiencies	Asphalt in need of repair uneven surfaces		3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Lions Park	Parking 1	N	Major Deficiencies	No stalls		1-4 Years
Lions Park	Parking 1	N	Major Deficiencies	No stalls		1-4 Years
Lions Park	Parking 1	N	Major Deficiencies	No stalls, there are ADA stalls at the other parking, but ADA stalls need to be dispersed evenly between both parking lots		1-4 Years
Lions Park	Parking 1	N	Major Deficiencies	Asphalt in need of repair uneven surfaces		3-5 Years
Lions Park	Parking 2	N	Major Deficiencies	There is ADA stalls painted on the asphalt, but no sign posts provided	Install appropriate signage.	1-4 Years
Lions Park	Parking 2	Y	No issues documented			
Lions Park	Parking 2	Y	No issues documented			
Lions Park	Parking 2	N	Minor Deficiencies	Stall is provided, but no sign post designating the stall as van accessible	Install appropriate signage.	1-4 Years
Lions Park	Parking 2	Y	No issues documented			
Lions Park	Parking 2	Y	No issues documented			
Lions Park	Accessible Routes	Y	N/A			
Lions Park	Accessible Routes	N	Major Deficiencies	Public sidewalk at South Parking lot borders stream several feet above with no guardrails or fall protection	Installation of guard rails is needed.	7-10 Years
Lions Park	Accessible Routes	N	Major Deficiencies	Non-compliant ramps at North Parking, South parking is compliant	Redo ramps in the north parking lot.	3-5 Years
Lions Park	Accessible Routes	N	Major Deficiencies	In general there is an adequate sidewalk that connects almost all amenities on an accessible path. There are several bridges on the path that go over the stream and are not adequate with slope, surfaces, railing, guardrails etc.	Installation of guard rails is needed.	7-10 Years
Lions Park	Accessible Routes	Y	No issues documented	Where provided at south parking they are compliant,		

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Lions Park	Accessible Routes	N	Minor Deficiencies	Bridges crossing stream are all considered ramps, some surfaces uneven and not ADA compliant	Bridges will need to have a retrofit or be redone to meet the slope standards. Surfaces will need to be fixed to accommodate.	7-10 Years
Lions Park	Accessible Routes	Y	No issues documented			
Lions Park	Accessible Routes	N	Major Deficiencies		Level slopes and ramps to fit ADA standard.	3-5 Years
Lions Park	Accessible Routes	N	Major Deficiencies	There are some parts of the accessible path that exceed 1:12		7-10 Years
Lions Park	Accessible Routes	Y	N/A			
Lions Park	Accessible Routes	N	Major Deficiencies	All bridges are of different construction, but not all contain proper edge protection where guardrails are provided.	Guardrails and edge protection will need to be installed on the bridges.	7-10 Years
Lions Park	Pavilions 1	Y	No issues documented			
Lions Park	Pavillions1	Y	No issues documented			
Lions Park	Pavilions 2	Y	No issues documented			
Lions Park	Pavillion 2	Y	No issues documented	Not accessible, but north pavilion is and that complies with the ADA requirement		
Lions Park	Restrooms 1	N	Major Deficiencies	2 urinals are provided in the men's bathroom, 1 must be made accessible	Install an ADA urinal. May require a redo of the restroom.	3-5 Years
Lions Park	Restrooms 1	Y	N/A			
Lions Park	Restrooms 1	N	Major Deficiencies	Missing 18" vert. only	Install the appropriate grab bars.	1-4 Years
Lions Park	Restrooms 1	Y	No issues documented			
Lions Park	Restrooms 1	N	Major Deficiencies	Knee/Toe Clearance	Fixtures need to be adjusted to meet this requirement.	3-5 Years
Lions Park	Restrooms 1	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Lions Park	Restrooms 1	N	Major Deficiencies	Turning space to enter the restrooms is not large enough	Extend clear floor space to accommodate. Restroom may need to be redone if turning space cannot be added to the facility.	7-10 Years
Lions Park	Restrooms 1	Y	No issues documented			
Lions Park	Restrooms 2	Y	N/A	City list provided states there is another restroom, but none was found on site		
Lions Park	Restrooms 2	Y	N/A			
Lions Park	Restrooms 2	Y	N/A			
Lions Park	Restrooms 2	Y	N/A			
Lions Park	Restrooms 2	Y	N/A			
Lions Park	Restrooms 2	Y	N/A			
Lions Park	Restrooms 2	Y	N/A			
Lions Park	Restrooms 2	Y	N/A			
Lions Park	Drinking Fountains	N	Major Deficiencies	Only Hi drinking fountains provided 1 at north restroom, and 1 at North pavilion	Install low drinking fountains where appropriate.	3-5 Years
Lions Park	Drinking Fountains	N	Major Deficiencies	Only High compliant, %50 must be low		3-5 Years
Lions Park	Drinking Fountains	N	Major Deficiencies	Adequate at North restroom, but not at north pavilion	Extend clear floor space by either rearranging items in it or extending the pad.	3-5 Years
Lions Park	General Signage	Y	N/A			
Lions Park	General Signage	N	Minor Deficiencies	No Tactile/Braille, signs are on the door	Install the appropriate signage.	1-4 Years
Lions Park	Playground Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Lions Park	Playground Equipment	N	Major Deficiencies	Not compliant	Install a playground guide.	1-4 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Lions Park	Sports Fields/Baseball	N	Major Deficiencies	Not on an accessible route	Extend the route to the amenity.	3-5 Years
Lions Park	Sports Fields/Baseball	N	Major Deficiencies	Not on an accessible route		3-5 Years
Lions Park	Sports Fields/Baseball	N	Major Deficiencies	Not on an accessible route		3-5 Years
Lions Park	Sports Fields Soccer	Y	No issues documented	Just an open field there is no markings showing a soccer field		
Lions Park	Sports Fields Soccer	Y	No issues documented			
Lions Park	Sports Fields Soccer	Y	No issues documented			
Lions Park	Sports Courts/Volleyball	N	Major Deficiencies	Not on an accessible route		3-5 Years
Lions Park	Sports Courts/Volleyball	Y	N/A			
Lions Park	Sports Courts/Volleyball	Y	N/A			
Lions Park	Picnic Pads	Y	No issues documented	At least 1 picnic pad is accessible		
Lions Park	Picnic Pads	Y	No issues documented			
Lions Park	Benches	N	Major Deficiencies	No turn around space	Extend the path and pad to create floor space.	3-5 Years
Lions Park	Horseshoe Pits	N	Major Deficiencies	Not on an accessible route	Extend the route to the amenity.	3-5 Years
Lions Park	Bike Racks	Y	No issues documented	Total of 2 provided		
Lions Park	Bike Racks	Y	No issues documented			
Maeser	Accessible Routes	Y	N/A			
Maeser	Accessible Routes	Y	No issues documented	Park is only accessible from public side walk surrounding the park two entrance on either end		
Maeser	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Maeser	Accessible Routes	N	Major Deficiencies	Park has a general asphalt walkway that goes around the interior of the park not all amenities are reached by the walkway	Extend the route to all amenities.	3-5 Years
Maeser	Accessible Routes	Y	N/A			
Maeser	Accessible Routes	Y	N/A			
Maeser	Accessible Routes	N	Major Deficiencies	Asphalt walkway provided for park is old and in need of repair. Cracking, potholes and slope	Replacement of the route may be necessary if repairs are not feasible.	7-10 Years
Maeser	Accessible Routes	Y	N/A			
Maeser	Accessible Routes	N	Major Deficiencies	In general Cross slopes >2%	Level cross slopes.	3-5 Years
Maeser	Accessible Routes	Y	N/A			
Maeser	Accessible Routes	Y	N/A			
Maeser	Pavilions	Y	N/A			
Maeser	Pavilions	N	Major Deficiencies	Not identified and no clear floor space to access	Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad.	3-5 Years
Maeser	Restrooms	Y	No issues documented			
Maeser	Restrooms	Y	N/A			
Maeser	Restrooms	N	Minor Deficiencies	No vertical grab bar	Install grab bar	1-4 Years
Maeser	Restrooms	Y	No issues documented			
Maeser	Restrooms	N	Major Deficiencies	Too high	Install toilets that are compliant.	3-5 Years
Maeser	Restrooms	Y	No issues documented			
Maeser	Restrooms	N	Major Deficiencies	Both bathrooms entrances do not have the turning space to get into the building	A redo of the restroom may be needed in order to fit compliance.	7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Maeser	Restrooms	N	Major Deficiencies	Too high	Lower fixtures to the appropriate height.	3-5 Years
Maeser	Drinking Fountains	N	Major Deficiencies	High only	Install a low height drinking fountain.	3-5 Years
Maeser	Drinking Fountains	N	Minor Deficiencies	Standing water fountain in compliance, but low not provided		3-5 Years
Maeser	Drinking Fountains	Y	No issues documented			
Maeser	General Signage	Y				
Maeser	General Signage	N	Major Deficiencies	Sign states that the bathroom is wheelchair accessible, but clear floor space is too small for that to be true.	A redo of the restroom may be needed in order to fit compliance.	7-10 Years
Maeser	Playground Equipment	N	Minor Deficiencies	Not on an accessible route, no ramped access	Provide ramped access to the equipment.	3-5 Years
Maeser	Playground Equipment	Y	No issues documented			
Maeser	Sports Courts/Basketball	N	Major Deficiencies	Not on an accessible route	Extend the route to the amenity.	3-5 Years
Maeser	Sports Courts/Basketball	Y	N/A			
Maeser	Sports Courts/Basketball	Y	N/A			
Maeser	Picnic Pads	N	Major Deficiencies	All Picnic benches outside the pavilion are on isolated pads, and not accessible to ADA	A endo of outside entrance may to needed in order is fit compliance.	3-5 Years
Maeser	Picnic Pads	N	Major Deficiencies	No clear floor space		3-5 Years
Maeser	Benches	Y				
Maeser	Fire Pits/BBQ	N	Major Deficiencies	Not on an accessible route, No Clear Floor Space. 2 are located within the pavilion and too many picnic benches are preventing ADA access	Extend the access to the amenity. Remove some of the picnic tables for floor space.	3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Maeser	Fire Pits/BBQ	Y	No issues documented			
Maeser	Pavilions	N	Major Deficiencies	There is an accessible route to the pavilion, but the pad is so small and the pavilion is overcrowded with picnic benches that there is no clear way ADA can access any of the amenities or maneuver through the pavilion	Additional accessible ADA access may be needed in order to fit compliance.	7-10 Years
Memorial	Accessible Routes	N	Minor Deficiencies	Bus stop borders park, but concrete path is broken and in need of repair	Partial repair of the path is needed.	7-10 Years
Memorial	Accessible Routes	N	Minor Deficiencies	in minor need of repair, uneven surfaces		7-10 Years
Memorial	Accessible Routes	Y	N/A			
Memorial	Accessible Routes	N	Major Deficiencies	Not all amenities are on an accessible route	Extend the path to all amenities.	3-5 Years
Memorial	Accessible Routes	Y	No issues documented			
Memorial	Accessible Routes	Y	N/A			
Memorial	Accessible Routes	N	Minor Deficiencies	Cross slopes >2%	Level cross slopes	3-5 Years
Memorial	Accessible Routes	Y	N/A			
Memorial	Accessible Routes	N	Minor Deficiencies	Cross slopes >2%	Level cross slopes	3-5 Years
Memorial	Accessible Routes	Y	N/A			
Memorial	Accessible Routes	Y	N/A			
Memorial	Playground Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Memorial	Playground Equipment	N	Major Deficiencies	Not present	Install a playground guide.	1-4 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Memorial	Benches	N	Major Deficiencies	Clear floor space	Extend the floor space to meet the requirement by extending the pad.	3-5 Years
Memorial	Interpretive Area	Y	No issues documented			
Memorial	Interpretive Area	Y	No issues documented			
Memorial	Picnic Benches	N	Major Deficiencies	Not on accessible route	Extend the path to all amenities.	3-5 Years
Memorial	Picnic Benches	N	Major Deficiencies	No Clear Floor space	Extend the floor space to meet the requirement by extending the pad.	3-5 Years
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	N	Major Deficiencies	Small Park, The only access is from Public walk approximately 100 ft in length. All amenities are separated by a grass field and have no accessible route to any park feature	Extend the path to all amenities.	7-10 Years
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	N	Major Deficiencies	No route provided	Extend the path to all amenities.	7-10 Years
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	Y	N/A			
Neighborhood	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Neighborhood	General Signage	Y	N/A			
Neighborhood	General Signage	Y	N/A			
Neighborhood	Playground Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	7-10 Years
Neighborhood	Playground Equipment	N	Major Deficiencies	Not present	Install a playground guide.	1-4 Years
Neighborhood	Sports Courts/Basketball	N	Major Deficiencies	Not on an accessible route	Extend the path to all amenities.	7-10 Years
Neighborhood	Sports Courts/Basketball	Y	N/A			
Neighborhood	Sports Courts/Basketball	Y	N/A			
Neighborhood	Picnic Pads	N	Major Deficiencies	Not on an accessible route	Extend the path to all amenities.	7-10 Years
Neighborhood	Picnic Pads	N	Major Deficiencies	Not on an accessible route	Extend the path to all amenities.	7-10 Years
Neighborhood	Benches	N	Major Deficiencies	Not on an accessible route or any other ADA provisions provided	Extend the path to all amenities. Benches need to have turning and clear floor space added.	3-5 Years
Neighborhood	Fire Pits/BBQ	N	Major Deficiencies	Not on an accessible route	Extend the path to all amenities.	3-5 Years
Neighborhood	Fire Pits/BBQ	N	Major Deficiencies	No clear floor space	Extend pad to increase floor space.	3-5 Years
North	Pavillion 1	N	Major Deficiencies	No accessible route	Extend the path to all amenities.	7-10 Years
North	Pavillion 1	N	Major Deficiencies	No clear floor spaces	Remove tables or rearrange them to allow for clear floor spaces.	7-10 Years
North	Restrooms	N	Major Deficiencies	Men's restroom 2 urinals are provided, currently 1 is required to be accessible	Install an ADA compliant urinal. May need to redo the restroom to accommodate it.	3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Paul Ream	Parking	N	Major Deficiencies	Currently there is no ADA Parking provided, signs, stalls, markings, etc.…and the entrance from the parking to the Park/Trail is currently under construction. Cannot inspect	More information is needed in order to create a plan of action.	1-4 Years
Paul Ream	Parking	N	Major Deficiencies			3-5 Years
Paul Ream	Parking	N	Major Deficiencies			1-4 Years
Paul Ream	Parking	N	Major Deficiencies			1-4 Years
Paul Ream	Parking	N	Major Deficiencies			1-4 Years
Paul Ream	Parking	N	Major Deficiencies			1-4 Years
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	N	Major Deficiencies	Currently the path from parking to the park/Provo river trail is under construction	Extend path to all amenities	
Paul Ream	Accessible Routes	N	Major Deficiencies	There is no accessible path between amenities at the park, occasionally there is an old asphalt walk that is in need of major repair and cannot be considered an actual path.	Extend path to all amenities; apply repairs as needed.	7-10 Years
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	Y	N/A			
Paul Ream	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Paul Ream	Pavillion 1	N	Major Deficiencies	Not on accessible route	Extend path to all amenities	7-10 Years
Paul Ream	Pavillion 1	Y	No issues documented			
Paul Ream	Pavillion 2	N	Major Deficiencies	Not on accessible route	Extend path to all amenities	7-10 Years
Paul Ream	Pavillion 2	N	Major Deficiencies	No clear floor spaces	Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad.	7-10 Years
Paul Ream	Pavillion 3	N	Major Deficiencies	Not on accessible route	Extend path to all amenities	7-10 Years
Paul Ream	Pavillion 3	N	Major Deficiencies	No clear floor spaces	Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad.	7-10 Years
Paul Ream	Pavillion 4	N	Major Deficiencies	Not on accessible route	Extend path to all amenities	7-10 Years
Paul Ream	Pavillion 4	N	Major Deficiencies	No clear floor spaces	Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad.	7-10 Years
Paul Ream	Restrooms	N	Major Deficiencies	Men's bathroom provides 2 urinals, one must be accessible	Install an ADA compliant urinal. May need to redo the restroom to accommodate it.	3-5 Years
Paul Ream	Restrooms	Y	N/A			
Paul Ream	Restrooms	N	Many Major Deficiencies	Multiple bars missing		1-4 Years
Paul Ream	Restrooms	N	Major Deficiencies	Too high	Reinstall dispensers to the appropriate height.	1-4 Years
Paul Ream	Restrooms	Y	No issues documented			
Paul Ream	Restrooms	Y	N/A	Painted over		
Paul Ream	Restrooms	N	Major Deficiencies	No clear floor space to enter building to access stalls	Restroom needs reconstruction to fit the standards.	7-10 Years
Paul Ream	Restrooms	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Paul Ream	Drinking Fountains	N	Major Deficiencies	Low Only @ restroom	Install high height fountain.	3-5 Years
Paul Ream	Drinking Fountains	N	Major Deficiencies	Low ok, but must provide high also	Install appropriate signage.	3-5 Years
Paul Ream	Drinking Fountains	Y	No issues documented			
Paul Ream	General Signage	Y	N/A			
Paul Ream	General Signage	N	Major Deficiencies	On Door, not tactile/braille	Install appropriate signage.	1-4 Years
Paul Ream	Playground Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Paul Ream	Playground Equipment	N	Major Deficiencies	Not present	Install a playground guide.	1-4 Years
Paul Ream	Picnic Pads	N	Major Deficiencies	Not on an accessible route	Extend path to all amenities	7-10 Years
Paul Ream	Picnic Pads	N	Major Deficiencies	No clear floor space	Rearrange tables or remove them to create floor space for turning. Otherwise, extend the pad.	3-5 Years
Paul Ream	Benches	N	Major Deficiencies	Not on an accessible route	Extend path to all amenities	7-10 Years
Paul Ream	Fire Pits/BBQ	N	Major Deficiencies	Not on an accessible route	Extend path to all amenities	7-10 Years
Paul Ream	Fire Pits/BBQ	Y	No issues documented			
Paul Ream	Trail/River Access	N	Major Deficiencies	Under Construction		1-4 Years
Paul Ream	Concession	Y	N/A	Did not find a concession stand at park		
Pioneer	Parking 1	N	Major Deficiencies	Provo city states that there are 2 parking lots, in reality there is only angled parking around the perimeter of the park. It appears to be regular sidewalk parking not specific to the park. There		1-4 Years
Pioneer	Parking 1	N	Major Deficiencies			3-5 Years
Pioneer	Parking 1	N	Major Deficiencies			3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Pioneer	Parking 1	N	Major Deficiencies	are painted stalls, but none are accessible and there no route provided from the stalls to the public sidewalk		1-4 Years
Pioneer	Parking 1	N	Major Deficiencies			1-4 Years
Pioneer	Parking 1	N	Major Deficiencies			1-4 Years
Pioneer	Parking 2	Y	N/A			
Pioneer	Parking 2	Y	No issues documented			
Pioneer	Parking 2	N	Major Deficiencies	No route from parking	Extend path to all amenities	3-5 Years
Pioneer	Parking 2	N	Major Deficiencies	No route connected to parking, sidewalk and general concrete walk connect all other amenities	Extend path to all amenities	3-5 Years
Pioneer	Parking 2	Y	No issues documented			
Pioneer	Parking 2	Y	No issues documented			
Pioneer	Parking 2	Y	No issues documented			
Pioneer	Parking 2	Y	No issues documented			
Pioneer	Parking 2	Y	No issues documented			
Pioneer	Parking 2	Y	N/A			
Pioneer	Parking 2	Y	N/A			
Pioneer	Pavillion	Y	No issues documented			
Pioneer	Pavillion	Y	No issues documented			
Pioneer	Restrooms	N	Major Deficiencies	2 urinals are provided in men's restroom, 1 is required to be accessible	Install an ADA compliant urinal. May need to redo the restroom to accommodate it.	3-5 Years
Pioneer	Restrooms	Y	N/A			
Pioneer	Restrooms	N	Major Deficiencies	Missing 18" vert. only	Install grab bar	1-4 Years
Pioneer	Restrooms	N	Major Deficiencies	Some missing, some too high	Install appropriate dispensers at the appropriate heights.	1-4 Years
Pioneer	Restrooms	Y	No issues documented			
Pioneer	Restrooms	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Pioneer	Restrooms	N	Major Deficiencies	Currently there is not enough turning space to enter the building	Extend concrete pad to accommodate. If this doesn't fix the problem, reconstruction of the restroom may be needed.	3-5 Years
Pioneer	Restrooms	Y	No issues documented			
Pioneer	Drinking Fountains	N	Major Deficiencies	Low Only	Install high height fountain.	3-5 Years
Pioneer	Drinking Fountains	N	Major Deficiencies	Need high drinking fountain provided	Install high height fountain.	3-5 Years
Pioneer	Drinking Fountains	Y	No issues documented			
Pioneer	General Signage	Y	N/A			
Pioneer	General Signage	N	Minor Deficiencies	No Tactile/Braille	Install appropriate signage.	1-4 Years
Pioneer	Playground Equipment	N	Major Deficiencies	Curb drop from accessible route	Provide ramped access to the equipment.	3-5 Years
Pioneer	Playground Equipment	Y	No issues documented			
Pioneer	Splashpad Equipment	Y	No issues documented			
Pioneer	Splashpad Equipment	Y	No issues documented			
Pioneer	Picnic Pads	Y	No issues documented	at least one is accessible		
Pioneer	Picnic Pads	Y	No issues documented			
Pioneer	Benches	Y	No issues documented	at least one is accessible		
Pioneer	Interpretive Area	Y	No issues documented	Pioneer memorial		
Pioneer	Interpretive Area	Y	No issues documented			
Pioneer	Bike Racks	Y	No issues documented			
Pioneer	Bike Racks	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Provost	Accessible Routes	Y		This Park borders Provo ST School. Currently there is no way of accessing the park from the public way. East side of Public way has sidewalk currently under construction. The only way of accessing this park is by parking in the rear portion of the School Parking which is not part of the park, but it can be assumed that the Public will use this parking to access the Park. No curb ramps are provided from the rear school parking to the park. Accessible parking is only provided at the front of the school and this parking only access the front entrance of the school and does not lead to the park on an accessible route		
Provost	Accessible Routes	Y	N/A			
Provost	Accessible Routes	Y	N/A			
Provost	Accessible Routes	N	Major Deficiencies	No route provided, specifically for the 1 pavilion	Extend path to all amenities.	3-5 Years
Provost	Accessible Routes	N	Missing			7-10 Years
Provost	Accessible Routes	Y	N/A			
Provost	Accessible Routes	Y	N/A			
Provost	Accessible Routes	Y	N/A			
Provost	Accessible Routes	Y	N/A			
Provost	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Provost	Accessible Routes	Y	N/A			
Provost	General Signage	Y	N/A			
Provost	General Signage	Y	N/A			
Provost	Playground Equipment	Y	N/A	Provo Master sheet states that there is a playground, but according to google maps and inspection playground equipment is clearly on the school property side		
Provost	Playground Equipment	Y	N/A			
Provost	Pavillion	N	Major Deficiencies	There is only 1 pavilion in the park and is not on an accessible route. Pavillion stands on a concrete pad in the middle of a field	Extend path to all amenities.	7-10 Years
Provost	Pavillion	Y	No issues documented			
Lakewood	Benches	N	Major Deficiencies	No Clear floor space	Extend clear floor space at the bench sites.	3-5 Years
Powerline #3	Accessible Routes	Y	N/A			
Powerline #3	Accessible Routes	Y	No issues documented	Park is a small greenspace only bordering the public sidewalk. No infrastructure is provided so ADA compliance is met		
Powerline #3	Accessible Routes	Y	N/A			
Powerline #3	Accessible Routes	Y	N/A			
Powerline #3	Accessible Routes	Y	N/A			
Powerline #3	Accessible Routes	Y	N/A			
Powerline #3	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Powerline #3	Accessible Routes	Y	N/A	Park is a small greenspace only bordering the public sidewalk. No infrastructure is provided so ADA compliance is met		
Powerline #3	Accessible Routes	Y	N/A			
Powerline #3	Accessible Routes	Y	N/A			
Powerline #3	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	No issues documented	Park is a small greenspace only bordering a steet there is no public sidewalk provided and No infrastructure is provided so ADA compliance is met		
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
Powerline #4	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	No issues documented	It appears to be an alleyway entrance from the public sidewalk to the Lakewood trail there is a closed gated access with no accessible route once you leave the public sidewalk. The natural area has no infrastructure apart from the river trail that is not part of this assessment		
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Accessible Routes	Y	N/A			
The Rivers	Trail/River Access	N	Major Deficiencies	The route from the sidewalk to the river trail is not accessible, multiple issues. It appears that this access was never meant for public use.		7-10 Years
Riverside	Parking 1	N	Major Deficiencies	Asphalt parking provided with stalls, none have markings or signage for ADA stalls. Currently Parking for this park does not provide any ADA Parking to inspect.	Repainting of the lot is needed. Add ADA stalls as needed with the proper dimensions, isles, and signage.	1-4 Years
Riverside	Parking 1	N	Major Deficiencies			1-4 Years
Riverside	Parking 1	N	Major Deficiencies			1-4 Years
Riverside	Parking 1	N	Major Deficiencies			1-4 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Riverside	Parking 1	N	Major Deficiencies			1-4 Years
Riverside	Parking 1	N	Major Deficiencies			1-4 Years
Riverside	Parking 2	N	Major Deficiencies	Asphalt parking provided with stalls, none have markings or signage for ADA stalls. Currently Parking for this park does not provide any ADA Parking to inspect.	Repainting of the lot is needed. Add ADA stalls as needed with the proper dimensions, isles, and signage.	1-4 Years
Riverside	Parking 2	N	Major Deficiencies			1-4 Years
Riverside	Parking 2	N	Major Deficiencies			1-4 Years
Riverside	Parking 2	N	Major Deficiencies			1-4 Years
Riverside	Parking 2	N	Major Deficiencies			1-4 Years
Riverside	Parking 2	N	Major Deficiencies			1-4 Years
Riverside	Accessible Routes	Y	N/A			
Riverside	Accessible Routes	Y	N/A			
Riverside	Accessible Routes	N	Major Deficiencies	No route provided	Extend path to all amenities.	7-10 Years
Riverside	Accessible Routes	N	Major Deficiencies	There is no accessible route interconnecting the amenities of the park, there is a small non compliant walkway connecting 1 parking lot to the Provo river trail, and one parking lot to the restroom	Extend path to all amenities.	7-10 Years
Riverside	Accessible Routes	Y	N/A			
Riverside	Accessible Routes	Y	N/A			
Riverside	Accessible Routes	Y	No issues documented			
Riverside	Accessible Routes	Y	N/A			
Riverside	Accessible Routes	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Riverside	Accessible Routes	Y	N/A			
Riverside	Accessible Routes	Y	N/A			
Riverside	Pavillion 1	N	Major Deficiencies	Not on accessible route	Extend path to all amenities.	7-10 Years
Riverside	Pavillion1	N	Major Deficiencies	No clear floor spaces	Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad.	7-10 Years
Riverside	Pavillion 2	N	Major Deficiencies	Not on accessible route	Extend path to all amenities.	7-10 Years
Riverside	Pavillion 2	N	Major Deficiencies	No clear floor spaces	Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad.	7-10 Years
Riverside	Restrooms	N	Many Major Deficiencies	Missing 1 accessible toilet stall, and 1 accessible urinal stall		7-10 Years
Riverside	Restrooms	Y	N/A			
Riverside	Restrooms	N	Major Deficiencies	Improperly Installed	Reinstall grab bars to appropriate dimensions and location.	1-4 Years
Riverside	Restrooms	N	Major Deficiencies	Not provided, and some are too high	Reinstall reach ranges paper towel toilet paper soap to appropriate dispensers and location.	1-4 Years
Riverside	Restrooms	N	Minor Deficiencies	Insulated P-trap	Insulate P trap	1-4 Years
Riverside	Restrooms	N	Major Deficiencies	Too high >40"	Too high	3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Riverside	Restrooms	N	Major Deficiencies	Not enough clear floor space to enter building and/or use bathrooms	Reinstall turning space to appropriate dimensions and location.	7-10 Years
Riverside	Restrooms	N	Major Deficiencies	Too high	Reinstall fixture heights to appropriate dimensions and location.	3-5 Years
Riverside	Drinking Fountains	N	Major Deficiencies	Low Only	Install high height fountain.	3-5 Years
Riverside	Drinking Fountains	N	Major Deficiencies	Height for Low ok, High not provided	Install high height fountain.	3-5 Years
Riverside	Drinking Fountains	Y	No issues documented			
Riverside	General Signage	Y	N/A			
Riverside	General Signage	N	Major Deficiencies	No Tactile/Braille	Install proper signage.	1-4 Years
Riverside	Playground Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Riverside	Playground Equipment	Y	No issues documented			
Riverside	Benches	N	Major Deficiencies	Not on an accessible route	Extend path to all amenities.	3-5 Years
Riverside	Trail/River Access	Y	No issues documented	Entrance to Provo River Parkway trail		
Riverview	Pavillion 1	N	Minor Deficiencies	Inadequate	Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad.	7-10 Years
Riverview	Pavillion1	N	Major Deficiencies	No clear floor spaces		7-10 Years
Riverview	Pavillion 2	N	Minor Deficiencies	Inadequate		7-10 Years
Riverview	Pavillion 2	N	Major Deficiencies	No clear floor spaces		7-10 Years
Riverview	Restrooms 1	Y	No issues documented			
Riverview	Restrooms 1	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Riverview	Restrooms 1	N	Major Deficiencies	Missing Vertical Grab bars	Install grab bars.	1-4 Years
Riverview	Restrooms 1	Y	No issues documented			
Riverview	Restrooms 1	Y	No issues documented			
Riverview	Restrooms 1	Y	No issues documented			
Riverview	Restrooms 1	N	Major Deficiencies	The turning space entering the bathrooms is too small and would not allow a wheelchair to gain access making the entire bathroom not accessible to ADA	Reconstruction of the bathroom is required to make it compliant.	7-10 Years
Riverview	Restrooms 1	Y	No issues documented			
Riverview	Restrooms 2	Y	No issues documented			
Riverview	Restrooms2	Y	N/A			
Riverview	Restrooms 2	N	Major Deficiencies	Missing Vertical Grab bars	Install grab bars.	1-4 Years
Riverview	Restrooms 2	Y	No issues documented			
Riverview	Restrooms 2	Y	No issues documented			
Riverview	Restrooms 2	Y	No issues documented			
Riverview	Restrooms 2	N	Major Deficiencies	The turning space entering the bathrooms is too small and would not allow a wheelchair to gain access making the entire bathroom not accessible to ADA	Reconstruction of the bathroom is required to make it compliant.	7-10 Years
Riverview	Restrooms 2	Y	No issues documented			
Riverview	Drinking Fountains	N	Major Deficiencies	4 drinking fountains 1 at each pavilion and 1 at each restroom	Install hi lo provided.	
Riverview	Drinking Fountains	N	Major Deficiencies	All Drinking fountains for standing persons were above the 43" Maximum height.	Install heights.	3-5 Years
Riverview	Drinking Fountains	N	Major Deficiencies	Not Provided	Install clear floor spaces.	3-5 Years
Riverview	General Signage	Y				
Riverview	General Signage	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Riverview	Benches	N	Minor Deficiencies	No companion seating	Install entrance exit.	3-5 Years
Riverview	Fire Pits/BBQ	N	Major Deficiencies	No clear floor space, All located at pavilions	Install entrance exit.	3-5 Years
Riverview	Fire Pits/BBQ	Y	No issues documented			
Riverview	Trail/River Access	Y	No issues documented			
Riverview	Bike Racks	Y	No issues documented			
Riverview	Bike Racks	N	Major Deficiencies	No Clear floor space	Install service space.	3-5 Years
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	No issues documented	The Public sidewalk is the only entrance to the park very small. General Sidewalk is old, but maintains proper slope		
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Accessible Routes	Y	N/A			
Roadside	Picnic Pads	N	Major Deficiencies	Total of 3 All Not on an accessible route	Extend route to all amenities.	3-5 Years
Roadside	Picnic Pads	N	Major Deficiencies	No clear floor space	Install seating.	3-5 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Rock Canyon	Parking NE	N	Major Deficiencies	>2% cross slope		7-10 Years
Rock Canyon	Parking SE	N	Major Deficiencies	No ADA Stalls, and no ADA elements		1-4 Years
Rock Canyon	Parking SE	N	Major Deficiencies	>2% cross slope		7-10 Years
Rock Canyon	Parking SE	N	Major Deficiencies	No Marked ADA stalls		1-4 Years
Rock Canyon	Parking SE	N	Major Deficiencies	No van accessible stall		1-4 Years
Rock Canyon	Parking SE	N	Major Deficiencies	Insufficient Stalls		1-4 Years
Rock Canyon	Parking SE	N	Major Deficiencies	No Stalls		1-4 Years
Rock Canyon	Parking N	N	Major Deficiencies	No ADA Stalls, and no ADA elements		1-4 Years
Rock Canyon	Parking N	N	Major Deficiencies	>2% cross slope		7-10 Years
Rock Canyon	Parking N	N	Major Deficiencies	No Marked ADA stalls		1-4 Years
Rock Canyon	Parking N	N	Major Deficiencies	No van accessible stall		1-4 Years
Rock Canyon	Parking N	N	Major Deficiencies	Insufficient Stalls		1-4 Years
Rock Canyon	Parking N	N	Major Deficiencies	No Stalls		1-4 Years
Rock Canyon	Parking M	N	Major Deficiencies	No ADA Stalls, and no ADA elements		1-4 Years
Rock Canyon	Parking M	N	Major Deficiencies	>2% cross slope		7-10 Years
Rock Canyon	Parking M	N	Major Deficiencies	No Marked ADA stalls		1-4 Years
Rock Canyon	Parking M	N	Major Deficiencies	No van accessible stall		1-4 Years
Rock Canyon	Parking M	N	Major Deficiencies	Insufficient Stalls		1-4 Years
Rock Canyon	Parking M	N	Major Deficiencies	No Stalls		1-4 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Rock Canyon	Parking NW	N	Major Deficiencies	No ADA Stalls, and no ADA elements		1-4 Years
Rock Canyon	Parking NW	N	Major Deficiencies	>2% cross slope		7-10 Years
Rock Canyon	Parking NW	N	Major Deficiencies	No Marked ADA stalls		1-4 Years
Rock Canyon	Parking NW	N	Major Deficiencies	No van accessible stall		1-4 Years
Rock Canyon	Parking NW	N	Major Deficiencies	Insufficient Stalls		1-4 Years
Rock Canyon	Parking NW	N	Major Deficiencies	No Stalls		1-4 Years
Rock Canyon	accessible Routes	Y	N/A			
Rock Canyon	accessible Routes	Y	No issues documented	One entrance located at West side of park to public curb		
Rock Canyon	Accessible Routes	N	Major Deficiencies	Non-compliant slopes	Level slopes. Will require a significant amount of renovation.	7-10 Years
Rock Canyon	Accessible Routes	N	Major Deficiencies	Non-compliant slopes		7-10 Years
Rock Canyon	Accessible Routes	N	Major Deficiencies	Non-compliant slopes		7-10 Years
Rock Canyon	Accessible Routes	N	Major Deficiencies	Non-compliant slopes		7-10 Years
Rock Canyon	Accessible Routes	N	Major Deficiencies	Non-compliant slopes		7-10 Years
Rock Canyon	accessible Routes	Y	N/A			
Rock Canyon	accessible Routes	Y	N/A			
Rock Canyon	Pavillion 1	Y	N/A			
Rock Canyon	Pavillion 1	Y	No issues documented			
Rock Canyon	Pavillion 2	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Rock Canyon	Pavillion 2	Y	No issues documented			
Rock Canyon	Pavillion 3	Y	N/A			
Rock Canyon	Pavillion 3	Y	No issues documented			
Rock Canyon	Pavillion 4	Y	N/A			
Rock Canyon	Pavillion 4	Y	No issues documented			
Rock Canyon	Restroom 1	N	Major Deficiencies	Men's bathroom contains 2 urinals, one must be made to ADA standards per 213.3.3 & 605.2	Install an ADA compliant urinal. May need to redo the restroom to accommodate it.	3-5 Years
Rock Canyon	Restroom 1	Y	N/A			
Rock Canyon	Restroom 1	Y	No issues documented			
Rock Canyon	Restroom 1	Y	No issues documented			
Rock Canyon	Restroom 1	Y	No issues documented			
Rock Canyon	Restroom 1	N	Major Deficiencies	Too high >40"	Reinstall mirrors to the proper height.	3-5 Years
Rock Canyon	Restroom 1	N	Major Deficiencies	The Entry door is less than 36" wide and the door handle is too high, the door swing auto closes into the turning space. Currently this bathroom cannot be accessed by wheelchair, but has ADA signage.	Renovation of this restroom will be required to make the doorway compliant.	7-10 Years
Rock Canyon	Restroom 1	Y	No issues documented			
Rock Canyon	Sports Fields Soccer	N	Major Deficiencies	Not on an accessible route	Install dispensers at appropriate height. Install missing dispensers	7-10 Years
Rock Canyon	Sports Fields Soccer	Y	N/A			
Rock Canyon	Sports Fields Soccer	Y	N/A			
Rock Canyon	Sports Courts Volleyball	N	Major Deficiencies	Not on an accessible route	Install dispensers at appropriate height. Install missing dispensers	7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Rock Canyon	Sports Courts Volleyball	Y	N/A			
Rock Canyon	Sports Courts Volleyball	Y	N/A			
Rock Canyon	Disc Golf	Y	No issues documented	Not covered under 2010 ADA		
Rock Canyon	Picnic Pads	N	Major Deficiencies	Not on an accessible route for picnic pads outside of pavilions	Install dispensers on an accessible route for picnic at appropriate height. Install missing dispensers	3-5 Years
Rock Canyon	Picnic Pads	N	Major Deficiencies	No clear floor space	Install at appropriate height. Install missing dispensers	3-5 Years
Rock Canyon	Benches	N	Major Deficiencies	No turn around space, no companion seating		3-5 Years
Rock Canyon	Horseshoe Pits	N	Major Deficiencies	Not on an accessible route	Reinstall dispensers at appropriate height. Install missing dispensers	3-5 Years
Rock Canyon	Trail/River Access	N	Major Deficiencies	Not on an accessible route	Reinstall dispensers at appropriate height. Install missing dispensers	3-5 Years
Rock Canyon	Fire Pits/BBQ	Y	No issues documented			
Rock Canyon	Fire Pits/BBQ	N	Major Deficiencies	Not on Accessible Route & Not adequate turning space	Extend route to all amenities. Extend or install concrete pad to create space.	3-5 Years
Sherwood Hillside	Accessible Routes	Y	N/A			
Sherwood Hillside	Accessible Routes	N	Major Deficiencies	Slopes too steep	The path needs to be redone to fit compliance. During the process, slopes should be levelled and ramps need to be installed that meet the appropriate guidelines. Hand rails need to be installed where needed.	7-10 Years
Sherwood Hillside	Accessible Routes	Y	N/A			
Sherwood Hillside	Accessible Routes	N	Major Deficiencies	The general asphalt path has portions that are very steep and transitions to amenities that are either not possible or obstructed. The path going through the park cannot be considered for ADA use.		7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Sherwood Hillside	Accessible Routes	Y	N/A	Non-compliant slopes		
Sherwood Hillside	Accessible Routes	N	Major Deficiencies	Slopes > 1:12		7-10 Years
Sherwood Hillside	Accessible Routes	N	Major Deficiencies	Slopes > 5%		7-10 Years
Sherwood Hillside	Accessible Routes	Y	N/A	Cross slopes >2%		
Sherwood Hillside	Accessible Routes	N	Major Deficiencies	Slopes > 1:12		7-10 Years
Sherwood Hillside	Accessible Routes	N	Major Deficiencies	Missing		7-10 Years
Sherwood Hillside	Accessible Routes	N	Major Deficiencies	Inadequate		7-10 Years
Sherwood Hillside	Pavillion 1	Y	N/A			
Sherwood Hillside	Pavillion 1	N	Major Deficiencies	No clear floor spaces	Tables need to either be rearranged or removed to create floor space to meet the requirement or extend the concrete pad.	3-5 Years
Sherwood Hillside	Pavillion 2	Y	N/A			
Sherwood Hillside	Pavillion 2	N	Major Deficiencies	No clear floor spaces		3-5 Years
Sherwood Hillside	Restrooms	Y	No issues documented			
Sherwood Hillside	Restrooms	Y	N/A			
Sherwood Hillside	Restrooms	N	Minor Deficiencies	Missing 18" vert. only	Install appropriate grab bars.	1-4 Years
Sherwood Hillside	Restrooms	N	Minor Deficiencies	Too high	Reinstall dispensers to the appropriate range.	1-4 Years
Sherwood Hillside	Restrooms	Y	No issues documented			
Sherwood Hillside	Restrooms	Y	No issues documented			
Sherwood Hillside	Restrooms	N	Major Deficiencies	Restroom entrance cannot be accessed by wheelchair with insufficient turn space	Renovation of the building may be required if concrete pad can not be adjusted to meet the requirements.	7-10 Years
Sherwood Hillside	Restrooms	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Sherwood Hillside	Drinking Fountains	N	Major Deficiencies	Low Only	Install high height drinking fountains at the locations where other fountains are found.	3-5 Years
Sherwood Hillside	Drinking Fountains	Y	No issues documented			
Sherwood Hillside	Drinking Fountains	Y	No issues documented			
Sherwood Hillside	General Signage	Y	N/A			
Sherwood Hillside	General Signage	N	Major Deficiencies	On Door, not tactile or Braile	Install appropriate signage.	1-4 Years
Sherwood Hillside	Playground Equipment	N	Major Deficiencies	Not on an accessible route	Extend Walkway to Amenities.	3-5 Years
Sherwood Hillside	Playground Equipment	N	Major Deficiencies	Not present	Install a playground guide.	1-4 Years
Sherwood Hillside	Sports Courts Tennis	N	Major Deficiencies	Not on an accessible route, No accessible gate hardware, cant access both sides	Extend path to all amenities. ADA compliant hardware needs to be installed to make it compliant.	7-10 Years
Sherwood Hillside	Sports Courts Tennis	Y	N/A			
Sherwood Hillside	Sports Courts Tennis	Y	No issues documented			
Sherwood Hillside	Picnic Pads	Y	No issues documented	In pavilion		
Sherwood Hillside	Picnic Pads	N	Major Deficiencies	No accessible dinning space	Increase the size of the picnic pads to accommodate space.	3-5 Years
Sherwood Hillside	Benches	N	Missing			
Sherwood Hillside	Fire Pits/BBQ	N	Major Deficiencies	Not on an accessible route, No Clear floor space	Extend the path to amenity and extend or install pad underneath to meet the requirement.	3-5 Years
Sherwood Hillside	Fire Pits/BBQ	Y	No issues documented			
Sherwood Hillside	Trail/River Access	Y	N/A			
Sherwood Hillside	Bike Racks	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Sherwood Hillside	Bike Racks	Y	N/A			
Slate Canyon	Parking 1	N	Major Deficiencies	missing	Install the appropriate signage.	1-4 Years
Slate Canyon	Parking 1	Y	No issues documented			
Slate Canyon	Parking 1	Y	No issues documented			
Slate Canyon	Parking 1	N	Major Deficiencies	No signage for van accessible stall		1-4 Years
Slate Canyon	Parking 1	Y	No issues documented			
Slate Canyon	Parking 1	Y	No issues documented	Stalls not on shortest route		
Slate Canyon	Parking 2	Y	No issues documented	No ADA parking provided other parking lot is sufficient. This parking lot is adjacent to the other and connects to the same trailhead.		
Slate Canyon	Parking 2	Y	No issues documented			
Slate Canyon	Parking 2	Y	No issues documented			
Slate Canyon	Parking 2	Y	No issues documented			
Slate Canyon	Parking 2	Y	No issues documented			
Slate Canyon	Parking 2	Y	No issues documented			
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	N	Major Deficiencies	The only amenity is a dirt trail head, there is no clear path from the ADA stall to the trailhead	Path needs to be installed.	3-5 Years
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Accessible Routes	Y	N/A			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Slate Canyon	Accessible Routes	Y	N/A			
Slate Canyon	Restrooms	N	Missing	There was no restrooms found on site		
Slate Canyon	Restrooms	N	Missing			
Slate Canyon	Restrooms	N	Missing			
Slate Canyon	Restrooms	N	Missing			
Slate Canyon	Restrooms	N	Missing			
Slate Canyon	Restrooms	N	Missing			
Slate Canyon	Restrooms	N	Missing			
Slate Canyon	Restrooms	N	Missing			
Slate Canyon	Trail/River Access	Y	No issues documented			
South Fork	Parking 1	Y	No issues documented	Gravel only no parking or signage provided. If parking isn't provided ADA parking is not required		
South Fork	Parking 1	Y	No issues documented			
South Fork	Parking 1	Y	No issues documented			
South Fork	Parking 1	Y	No issues documented			
South Fork	Parking 1	Y	No issues documented			
South Fork	Parking 1	Y	No issues documented			
South Fork	Parking 2	Y	No issues documented	Gravel only no parking or signage provided. If parking isn't provided ADA parking is not required		
South Fork	Parking 2	Y	No issues documented			
South Fork	Parking 2	Y	No issues documented			
South Fork	Parking 2	Y	No issues documented			
South Fork	Parking 2	Y	No issues documented			
South Fork	Parking 2	Y	No issues documented			
South Fork	Accessible Routes	Y	N/A	there is no accessible route provided in the park just a gravel walkway.		
South Fork	Accessible Routes	Y	N/A			
South Fork	Accessible Routes	N	Major Deficiencies	No route provided	Route needs to be paved.	7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
South Fork	Accessible Routes	N	Major Deficiencies	here is no accessible route provided in the park just a gravel walkway.		7-10 Years
South Fork	Accessible Routes	Y	N/A			
South Fork	Accessible Routes	Y	N/A			
South Fork	Accessible Routes	Y	N/A			
South Fork	Accessible Routes	Y	N/A			
South Fork	Accessible Routes	Y	N/A			
South Fork	Accessible Routes	Y	N/A			
South Fork	Accessible Routes	Y	N/A			
South Fork	Pavillion 1	N	Major Deficiencies	Not on accessible route	Extend route to the pavilions.	3-5 Years
South Fork	Pavillion 1	Y	No issues documented			
South Fork	Pavillion 2	N	Major Deficiencies	Not on accessible route		3-5 Years
South Fork	Pavillion 2	Y	No issues documented			
South Fork	Restrooms	N	Major Deficiencies	This bathroom is almost 100% not compliant with any ADA requirement. See chapter 6 for all requirements	Restroom will need to be reconstructed to ADA standards.	7-10 Years
South Fork	Restrooms	Y	N/A			
South Fork	Restrooms	N	Major Deficiencies			7-10 Years
South Fork	Restrooms	N	Major Deficiencies			7-10 Years
South Fork	Restrooms	N	Major Deficiencies			7-10 Years
South Fork	Restrooms	N	Major Deficiencies			7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
South Fork	Restrooms	N	Major Deficiencies			7-10 Years
South Fork	Restrooms	N	Major Deficiencies			7-10 Years
South Fork	Picnic Pads	N	Major Deficiencies	Not on accessible route	Extend route to all amenities.	7-10 Years
South Fork	Picnic Pads	N	Major Deficiencies		Expand pads or install pads to meet requirement.	3-5 Years
South Fork	Benches	N	Major Deficiencies	Not on accessible route	Extend route to all amenities.	7-10 Years
South Fork	Horseshoe Pits	N	Major Deficiencies	Not on accessible route	Extend route to all amenities.	3-5 Years
South Fork	Fire Pits/BBQ	N	Major Deficiencies	Not on accessible route	Extend route to all amenities.	3-5 Years
South Fork	Fire Pits/BBQ	Y	No issues documented			
South Fork	Amphitheater	N	Missing	Did not find any amphitheater when walking the park		
South Fork	Amphitheater	N	Missing			
South Fork	Amphitheater	N	Missing			
South Fork	Trail/River Access	Y	No issues documented			
South Fork	Bike Racks	N	Missing			
South Fork	Bike Racks	N	Missing			
Spring Creek	Parking	Y	No issues documented			
Spring Creek	Parking	Y	No issues documented			
Spring Creek	Parking	Y	No issues documented			
Spring Creek	Parking	Y	No issues documented	1 Van Accessible Stall		
Spring Creek	Parking	Y	No issues documented	40 stalls- 1 van 1 accessible		
Spring Creek	Parking	Y	No issues documented			
Spring Creek	Accessible Routes	Y	N/A			
Spring Creek	Accessible Routes	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Accessible Routes	N	Major Deficiencies		Reconstruct ramps to meet compliance standard.	3-5 Years
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Accessible Routes	Y	No issues documented			
Spring Creek	Pavilions 1	Y	No issues documented			
Spring Creek	Pavilions 1	Y	No issues documented			
Spring Creek	Pavilions 2	Y	No issues documented			
Spring Creek	Pavilions 2	Y	No issues documented			
Spring Creek	Pavilions 3	Y	No issues documented			
Spring Creek	Pavilions 3	Y	No issues documented			
Spring Creek	Restrooms	Y	Very Minor Deficiencies	The SE Restroom is the only ADA compliant bathroom and should have signage posted as such, currently no sign showing it is for ADA use		
Spring Creek	Restrooms	Y	N/A			
Spring Creek	Restrooms	Y	No issues documented			
Spring Creek	Restrooms	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Spring Creek	Restrooms	Y	No issues documented			
Spring Creek	Restrooms	Y	No issues documented			
Spring Creek	Restrooms	Y	No issues documented			
Spring Creek	Restrooms	Y	No issues documented	SE Restroom is the only bathroom that has a 17"-19" toilet height, signage for bathroom showing wheelchair access needs to be posted		
Spring Creek	Drinking Fountains	N	Minor Deficiencies	Low provided but not high only a bottle filler see 211.2	Install appropriate drinking fountains at the appreciate heights where needed.	3-5 Years
Spring Creek	Drinking Fountains	N	Minor Deficiencies	Correct Height for Wheel chair, secondary higher drinking fountain not provided		3-5 Years
Spring Creek	Drinking Fountains	Y	No issues documented			
Spring Creek	General Signage	Y	N/A	Non existent may be required		
Spring Creek	General Signage	N	Minor Deficiencies	Tactile signage is present but SE Restroom needs signage indicating that it is the only wheelchair accessible stall, All signage is on doors	Install the appropriate signage.	1-4 Years
Spring Creek	Playground Equipment	Y	No issues documented			
Spring Creek	Playground Equipment	Y	No issues documented			
Spring Creek	Sports Courts Basketball	Y	No issues documented			
Spring Creek	Sports Courts Basketball	Y	N/A			
Spring Creek	Sports Courts Basketball	Y	No issues documented			
Spring Creek	Picnic Pads	Y	No issues documented	Multiple benches not all accessible but enough along accessible route for compliance		
Spring Creek	Picnic Pads	Y	No issues documented			

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Spring Creek	Benches	Y	No issues documented	Multiple benches along accessible route		
Spring Creek	Bike Racks	Y	No issues documented	On Accessible route		
Spring Creek	Bike Racks	Y	No issues documented			
Wells Fargo	Accessible Routes	Y	N/A	Small Green space off University Ave sidewalk access. 2 benches provided.		
Wells Fargo	Accessible Routes	Y	No issues documented			
Wells Fargo	Accessible Routes	Y	No issues documented			
Wells Fargo	Accessible Routes	Y	No issues documented			
Wells Fargo	Accessible Routes	Y	N/A			
Wells Fargo	Accessible Routes	Y	N/A			
Wells Fargo	Accessible Routes	Y	N/A			
Wells Fargo	Accessible Routes	Y	N/A			
Wells Fargo	Accessible Routes	Y	N/A			
Wells Fargo	Accessible Routes	Y	N/A			
Wells Fargo	Accessible Routes	Y	N/A			
Wells Fargo	Benches	Y	No issues documented			
Shooting Sports Park	Site Assessment	This site has no accessible features anywhere on site, therefore no specific items were analyzed. In order to be ADA 2010 compliant the following features will need to be added.				
Shooting Sports Park	Parking	N	Major Deficiencies	Currently Parking is only a gravel road with no defined parking. No accessible parking is required unless parking is installed.		7-10 Years
Shooting Sports Park	Accessible Routes	N	Major Deficiencies	1 Accessible compliant route connecting all amenities at the site		7-10 Years

Location	Facility/Element	Compliant Y/N	Status:	Notes:	Corrective Action	Timeline
Shooting Sports Park	Routes to Firing Ranges	N	Major Deficiencies	Accessible route connecting a minimum of 1 firing range to each unique type of firing. E.G. Rifle, skeet, etc.…		7-10 Years
Shooting Sports Park	Restrooms	N	Major Deficiencies	Currently site has only 2 portable restrooms, a minimum of 1 ADA portable restroom on the accessible route will b required		7-10 Years

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: MMCNALLEY
Presenter: Melissa McNalley, Community Grants Administrator
Department: Development Services
Meeting Date: 8/11/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: 26-025

SUBJECT: 9 A public hearing for a substantial amendment to the HOME-ARP allocation plan (26-025)

ADMINISTRATIVE RECOMMENDATION: Hearing for public comment on a substantial amendment to the HOME-ARP allocation plan.

ADMINISTRATIVE MEMO: This is a follow up meeting to this item scheduled in the July 14th work session.

FISCAL IMPACT: None

COUNCIL STAFF MEMO:

Urban Deer Control Plan

A Proposed Urban Deer Control Plan for BYU Campus

Overview

- Brigham Young University (BYU) has proposed implementing an Urban Deer Control Plan on its campus
- BYU cannot do this alone, and must have Provo City approve of an Urban Deer Control Plan (See UCA 23A-2-102, 23A-2-304 and 23A-2-305) that would apply to campus
- Provo obtained a Certificate of Registration (COR) to allow the development of the Urban Deer Control Plan
- No current Urban Deer Control Plan exists for Provo City. This plan, if approved, would effectively apply on BYU campus and would primarily be run by BYU employees.
- Approving this plan would not prevent Provo from modifying and expanding the Urban Deer Control Plan if a larger plan were later proposed.

Plan Details

- The proposed plan would run from August 2026-December 2029
- Culling would only occur in August of each year
- BYU employees would be responsible for the trapping and euthanizing of the deer
- The urban deer population at BYU is currently estimated to be 60, with an ultimate goal of reducing this population to 20, with up to 20 deer culled each year
- Deer carcasses will be donated to private citizens to ensure the remains are put to practical use

Approval and Duties

- If Provo approves the plan it will enter into a contract with BYU delineating each party's duties implementing the plan
- Provo will pass the plan, obtain necessary approvals, and supervise BYU's implementation of the plan
- BYU will agree execute the day-to-day operations of the plan, will agree to follow all requirements included in the COR, and will agree to indemnify the City for actions taken by BYU employees

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	NMUHLESTEIN
Presenter:	Nicholas Muhlestein, Assistant City Attorney and Greg Hooke, BYU Managing Director of Building Operations and Grounds
Department:	Legal
Meeting Date:	8/11/2026
Requested Duration (Minutes):	30 minutes
CityView or Issue File Number:	26-054

SUBJECT: 10 A resolution approving an urban deer control plan. (26-054)

ADMINISTRATIVE RECOMMENDATION: Approval is recommended.

ADMINISTRATIVE MEMO: BYU would like to administer a deer control plan on campus to cull the urban deer population. This can be done by Provo City approving an Urban Deer Control plan where BYU is selected to perform the day-to-day operations. BYU and the City have worked with the Utah Division of Wildlife Resources to create an urban deer control plan. This plan must be approved by the council before it can be implemented.

FISCAL IMPACT: None

TIME SENSITIVITY: The plan would begin on August 15, 2026, and the actual culling only occurs during August of each year. So if we don't have it approved before then this plan cannot be implemented this year.

COUNCIL STAFF MEMO:

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING AN URBAN DEER CONTROL PLAN. (26-054)

RECITALS:

It is proposed that the Provo City Municipal Council approve the Urban Deer Control Plan attached as Exhibit A;

Brigham Young University (BYU), located in Provo, contains an estimated 60 urban deer. These deer cause damage to property and vegetation both on and off campus, pose health and safety risks to the public, and sometimes suffer from health problems due to their urban environs. BYU wishes to reduce the number of deer present on campus via culling, and the City and its residents would benefit from a reduction in urban deer within the City;

To allow BYU to cull the urban deer, the City has obtained a Certificate of Registration (attached as Exhibit B) and must subsequently approve an Urban Deer Control Plan. This Plan is limited to BYU campus and will be administered by BYU staff, with oversight from the City. In exchange for the City obtaining approval of the plan, BYU agrees to implement the plan and to indemnify the City against any damages arising out of its employee's improper actions in implementing the Urban Deer Control Plan. A proposed agreement establishing the indemnification and further explaining Provo and BYU's responsibilities in administering the Urban Deer Control Plan is found as Exhibit C. This agreement is necessary to properly administer the Urban Deer Control Plan, and so the approval of the Plan is contingent upon the execution of the related agreement;

On August 11, 2026, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Urban Deer Control Plan, attached as Exhibit A, is approved, contingent upon the execution of the Agreement Between Provo City and Brigham Young University Regarding Urban Deer Control Plan attached as Exhibit C prior to any implementation of the Plan.

PART II:

This resolution takes effect immediately.

Urban Deer Control Plan

C.O.R #: 4COLL10421-02

City: Provo City (but with the management program to be on Brigham Young University campus and primarily run by BYU staff.)

City Contact Information:

Main Contact: Nicholas Muhlestein, NMuhlestein@provo.gov, 801-852-6369

Secondary Contact: Brian Jones, BJones@provo.gov, 801-852-6140

Address for Correspondence:

445 W Center Street
Provo, UT 84601
Attn: Provo City Attorney

Summary of Justification for Action:

Over the past several years, BYU has observed a consistent population of deer living year-round on campus property. Current estimates indicate that more than 60 deer reside permanently on university grounds. Because this group remains largely isolated from broader herds, evidence suggests increasing health concerns within the population, including visible deformities and other issues consistent with inbreeding. In addition to animal welfare concerns, the resident population has caused ongoing landscape damage and presents safety considerations for pedestrians and motorists.

Estimated Population Size at Beginning of Action: 60 (on campus alone)

Population Objective after Action: 20 (on campus alone) (Reduce by potentially **up to** 20 each year, though with an ultimate goal of population reduction of only 40 overall)

Management Actions

Persons Eligible to Perform Deer Removal Activities:

Greg Hooke, Program Coordinator
BYU Managing Director of Building Operations and Grounds
greg_hooke@byu.edu 801-422-5405

Paul Boekweg – BYU Pest, Pesticide, and Fertilizer Program Manager
paul_boekweg@byu.edu 801-422-7815

Tyson Ricks – BYU Director of Grounds tyson_ricks@byu.edu 801-422-5101

Conditions and Restrictions of Baiting and Spotlighting:

The program will include deploying baited walk-in traps at predetermined locations across campus. Traps will be monitored closely to ensure humane handling and minimize stress. BYU personnel will humanely euthanize captured deer in accordance with applicable wildlife management and public safety standards. Spotlighting may only be used to assist with carcass recovery.

Locations and Time Periods of Deer Removal Activities:

Deer removal activities will take place only on BYU campus and only during the months of August in 2026-29.

Lethal Methods of Take (Include conditions under which each may be employed): BYU personnel will humanely dispatch deer using a captive bolt pistol in accordance with applicable laws and safety protocols.

Tagging Requirements:

Animals will be tagged with a tag issued by Provo City immediately upon recovery. Prompt notification to the Program Coordinator is required for all kills. Carcasses must be tagged consistent with Section 23A-4-709.

Carcass Removal and Disposal

The Program will coordinate with BYU Grounds to promptly and properly dispose of carcasses in compliance with all health and environmental regulations. The program managers have obtained a list of 20 private citizens who are willing to receive, salvage and dispose of the carcasses in a manner consistent Section 23A-5-314 (Waste of Wildlife). All carcasses will be provided to these individuals. All deer one year or older must be tested for Chronic Wasting Disease (CWD). Samples must be submitted weekly to the Springville Division Office.

Date of Public Meeting Considering this Plan: Initial presentation of the plan to the Provo City Council was done on June 23, 2026. Final presentation to the council for approval occurred on August 11, 2026.

Approval Signatures:

_____

City Mayor

_____

City Recorder

CERTIFICATE OF REGISTRATION (COR)
URBAN DEER CONTROL PLAN FOR LETHAL REMOVAL

Registrant Name and Address	COR Number
Nicholas Muhlestein, Assistant City Attorney 801-852-6369 Provo City nmuhlestein@provo.gov 445 West Center Street Provo Utah 84601	4COLL10421-02 02/11/2026
	Effective Dates
	08/01/2026 – 10/15/2029

Purpose

To enable Provo City (City) to design and administer an Urban Deer Control Plan for **the lethal removal of up to 20 deer per year from August 1 – October 15 within Provo City limits.**

Annual Report Due March 1 of each year: Submit an annual report (that will be provided by the Division) to the Region Contact listed herein. The report will consist of lethal removal activities, including the following information for each permit issued: name of shooter/permit holder; sex and age of the animal; date of harvest; disposition of carcass, ie, retained by hunter, donated, etc.

Region Contact: Rod Nielsen, CR Urban Wildlife Biologist (801) 885-1008

Authorities and Limitations.

To prescribe and employ lethal methods to remove resident deer damaging private property or threatening public safety within the city by:

- Requiring that all deer one year or older, that have been harvested, be tested for Chronic Wasting Disease (CWD). Testing shall be coordinated with the Regional Urban Wildlife Biologist.
- Utilizing baiting to facilitate safe and effective deer removal activities.
- Selecting and supervising individuals to perform specified deer removal activities, provided the city, issues to each individual authorized to remove deer a written authorization and tag that is on a form prescribed by the Division. Is signed by the city manager and recipient; identifies the recipient's name, address, date of birth, gender, height, weight, and eye color; describes the locations, time periods, methods of take, and related activities authorized by the city; and includes a detachable tag consistent with the requirements in Section 23A-4-709.
- Allowing a single individual to take more than one deer.
- Permitting spotlighting to facilitate non-lethal deer removal or carcass recovery efforts.
- Require individuals authorized to lethally remove deer to tag the carcass consistent with Section 23A-4-709.
- Comply with all federal, state, and local laws pertaining to the possession, use, and discharge of a dangerous weapon.
- Take measures to ensure that deer carcasses are salvaged consistent with Section 23A-5-314 (Waste of Wildlife) and disposed of as provided by law.
- Ensure the viscera is removed from the kill site and disposed of as provided by law.
- Ensure that antlers of lethally removed deer are promptly surrendered to the Division and not retained by the city or the person that takes the animal.

The city will not:

- Capture a deer for release outside municipal boundaries without a written capture and relocation plan prepared in coordination with and approved by the Division.
- Capture or relocate a deer in violation of the approved capture and relocation plan; allow an employee, officer, agent, licensee, or contractor who has not been certified and approved according to the written capture and relocation plan to capture or release a deer.
- Sell or barter a deer carcass or otherwise use it for pecuniary gain without prior written approval from the Division.
- Collect a fee or compensation from a person or entity it authorizes to remove deer from its incorporated boundaries, unless the fee or compensation is $50 or less and is used exclusively to recoup the actual costs incurred by the city in, selecting and qualifying the person; or butchering and processing lethally removed deer for donation; and approved by the Division in writing.
- Undertake or authorize deer removal activities outside the incorporated city boundaries or any unincorporated areas approved by the Division and the county or the season time frame prescribed in the COR.
- Remove more deer, collectively or by gender, than authorized in the COR.
- Authorize the discharge of firearms or archery equipment for deer removal, between one half hour after official sunset and one-half hour before official sunrise; or in violation of federal, state, or local laws.

Urban Deer Control Plan

The City must prepare an urban deer control plan consistent with this COR prior to undertaking any deer removal activities. The urban deer control plan will address and prescribe, at a minimum:

- Lethal methods of take that may be used to remove deer and the conditions under which each may be employed.
- Conditions and restrictions under which baiting and spotlighting may be used to facilitate deer removal.
- Persons eligible to perform deer removal activities and the requirements imposed on them.
- Locations and time periods where specified types of deer removal activities may be employed or authorized.
- Requirements for tagging deer carcasses.
- Protocols for carcass removal and disposal.
- Procedures for promptly returning to the Division all antlers of lethally removed deer.
- The estimated population of resident deer in the city and the final target population number the city seeks to achieve through deer removal.
- All aspects of the plan must be consistent with the authorizations and limitations imposed in R657-65 and this COR.
- The Division shall have sole discretion to authorize or prohibit capture and relocation as part of an urban deer control plan. If the city desires to capture and relocate resident deer, it must petition the Division to include a capture and relocation component in its urban deer control plan.
- The city will solicit and consider input in the formulation and development of the urban deer control plan from, the Division; the public; interested businesses and organizations; and local, state, and federal governments.
- The Division may provide technical assistance to the city in preparing the urban deer control plan.
- After formulating a draft plan, the city will hold a public meeting to take and consider input on the draft before finalizing or implementing it.
- The city will assume full responsibility for, all costs associated with designing, establishing, implementing, and operating the urban deer control plan and all its associated activities; and for the acts and omissions of its officers, employees, agents, contractors, and licensees in designing, preparing, and implementing its urban deer control plan and undertaking the activities authorized thereunder.

COR Term, Termination, Renewal, and Amendment.

- An urban deer control plan COR issued under this rule will remain valid for three years from the date of issuance. The Division and the city shall each have the right to unilaterally terminate an urban deer control plan COR with or without cause upon 7 days advance written notice to the other.
- Upon termination or expiration of the COR, the city and its officers, employees, agents, contractors, and licensees must cease all deer removal activities formally authorized by the COR.
- Upon application by a city, the Division may renew an urban deer control plan COR for an additional three-year term, provided, the city complies with the conditions in R657-65-3(2); and the application for renewal is presented at a public meeting for comment and approved by the city council.
- An urban deer control plan may be amended upon mutual written agreement of the city and Division, provided the amendment is consistent with the authorizations and limitations in this rule.

Violations.

Pursuant to Section 23A-4-1106, the Division may suspend, restrict, or deny an urban deer control plan COR for any intentional, knowing, or reckless violation of the Wildlife Code, this rule, or the terms of this COR.

Issued under authority granted by R657-65 and Title 23, Utah Code.
By Anita Candelaria

COR Specialist

Registrant signature

Issued by: Anita Candelaria, Wildlife Licensing Specialist – (385) 332-6154 – anitacandelaria@utah.gov

Agreement Between
Provo City and Brigham Young University
Regarding Urban Deer Control Plan

This Agreement is executed this ____day of August 2026, by and between Provo City, a municipal corporation with its principal offices located at 445 West Center Street, Provo, Utah 84601 (hereinafter referred to as "Provo"), and Brigham Young University, a Utah non-profit corporation and postsecondary educational institution, with its applicable office located at 201 BRWB, Provo, UT 84602, (hereinafter referred to as "BYU").

RECITALS

Pursuant to Utah Administrative Rule R657-65 Urban Deer Control, Provo is authorized to develop and implement an Urban Deer Control Plan. BYU includes a campus located in Provo. Both Provo generally and BYU campus specifically contain urban deer. These deer cause property damage, pose a health and safety risk, and can suffer from poor health due to their isolated urban environs. BYU would like to partially cull the urban deer population located on the Provo campus. This culling would provide benefits to both Provo and BYU by reducing the urban deer population and reducing the potential costs to Provo of administering and operating its own Urban Deer Control Plan. Consequently, Provo has passed a resolution approving an Urban Deer Control Plan ("Plan") that would exclusively be implemented on BYU campus, with the direct deer culling activities being performed by BYU employees.

Terms

BYU agrees to perform the following actions and be bound by the following terms:

1- BYU agrees to act as Provo's agent and licensee in executing the Plan under the COR, and Provo agrees that the Plan and COR are a governmental function within the meaning of Utah Code § 63(G)-7-102(7) and that BYU's employees engaged in implementing the Plan are volunteers within the meaning of Utah Code §§ 63G-7-102(4)(a)(ix) & 67-20-2(8)(a).

2- BYU agrees to indemnify and hold Provo harmless from any liabilities, losses, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands, or judgments arising from any actions BYU and its employees, contractors or agents perform, or improperly fail to perform, in implementing the Plan, or in performing BYU's duties under this agreement.

3- BYU agrees to perform all duties assigned to it in the final Plan approved by the Provo City Council by resolution. The final Plan is included as Exhibit A.

4- BYU agrees to, in implementing the Plan, follow all requirements found in the Certificate

of Registration (COR). The COR is attached as Exhibit B.

5- BYU agrees to, in implementing the Plan, follow all relevant laws and regulations whether federal, state, or local.

6- BYU agrees to pay all of its own costs arising from its implementation of its duties under the Plan.

7- BYU will provide Provo with a list of all individuals affiliated with BYU who will cull the deer under the Plan.

8- For each animal culled, BYU will record the name of the individual who culled the deer, the sex of the deer, the date of the culling, and the disposition of the carcass (i.e., the name and contact information of whomever received the carcass). BYU will compile this information and provide it to Provo in the first month after each annual culling period (as defined in the Plan) has finished.

9- BYU will not cull deer outside of the culling period described in the Plan and will use only methods included in the Plan.

Provo agrees to perform the following actions and be bound by the following terms:

10- Provo will oversee BYU's actions in implementing the plan.

11- Provo will act as a liaison between BYU and the Division of Wildlife Services and other divisions or authorities that will oversee or otherwise impact the implementation of the plan.

12- Provo will provide a written authorization and a tag for each BYU-affiliated individual who will euthanize the deer under the Plan. Provo will review the individual before issuing the written authorization and tag, but it will not withhold authorization unreasonably.

13- Provo, with the information provided by BYU, will create and submit the annual report due each March 1.

Miscellaneous

14- Nullification. Should this agreement be signed and executed without the Plan being passed by Provo City Council resolution by or before August 31, 2026, this agreement is nullified.

15- Termination. This agreement will automatically terminate upon the completion of the final March 1 annual report to be provided in 2030. Either party may terminate this agreement for convenience upon 30-days written notice to the other party, except that each party must still take whatever actions will be needed to complete the annual report

for the most recent annual culling period. The indemnification clause described in subsection 2 will survive any termination of this agreement.

16- Termination by Division of Wildlife Resources. Per the attached COR, the Division of Wildlife Resources has the authority to terminate the COR and, consequently, the Plan with or without cause after providing 7-days' notice to Provo. Should this occur, Provo will provide notice to BYU of the termination. This will have the same effect as a termination for convenience described above, but the termination will occur on the date provided by the Division of Wildlife Resources.

17- Amendments. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

18- Binding Agreement. This Agreement will be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

19- Entire Agreement. This Agreement, including the attachments, constitutes the entire Agreement and understanding between the parties.

20- Severability. If any provision of this Agreement is held or made invalid by a court decision, statute or rule, or is otherwise rendered invalid, either party may terminate this agreement immediately and without providing the 30-days' written notice required under paragraph 14, above. Unless or until terminated under this provision, the remainder of this Agreement will remain in effect.

21- Assignment. Neither party may assign its right or responsibilities under this Agreement, either in whole or in part, without the prior written consent of the other party.

22- Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law provisions. Venue for any dispute will lie exclusively in the Fourth Judicial District Court for Utah County, Utah.

23- Lawful Agreement. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

SIGNED AND ENTERED INTO this _____ day of _____, 2026.

Brigham Young University, by

_____

[Include signers title here]

PROVO CITY, by

_____

Marsha Judkins, Mayor

ATTEST:

_____

Heidi Allman, City Recorder

EXHIBIT A

EXHIBIT B

2000 NORTH INTERLOCAL AGREEMENT

By Danielle Nixon, Engineer

July 14, 2026

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ENGINEERING

Existing Agreement

4. **Utilities.** Provo and Orem shall both have the ability to use the 2000 Street roadway corridor for the installation of water, sewer, storm drainage, street lighting, communication lines and other utilities as becomes necessary. The cities agree to work together to determine the appropriate location of utilities which will accommodate the needs of each city. The Cities will work together to create a joint storm drain utility that will meet the needs of the storm water runoff created by 2000 Street, as well as convey storm water generated by development

pg. 3

adjoining 2000 Street. Street lighting design, location and operation shall be coordinated between the cities to ensure, insofar as is practical, uniformity in both form and function. Any other public or private utilities will require the review and approval of each city within their respective jurisdictions.

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Location of Work



- 2000 North between Geneva Road and UTA tracks

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Proposed Agreement

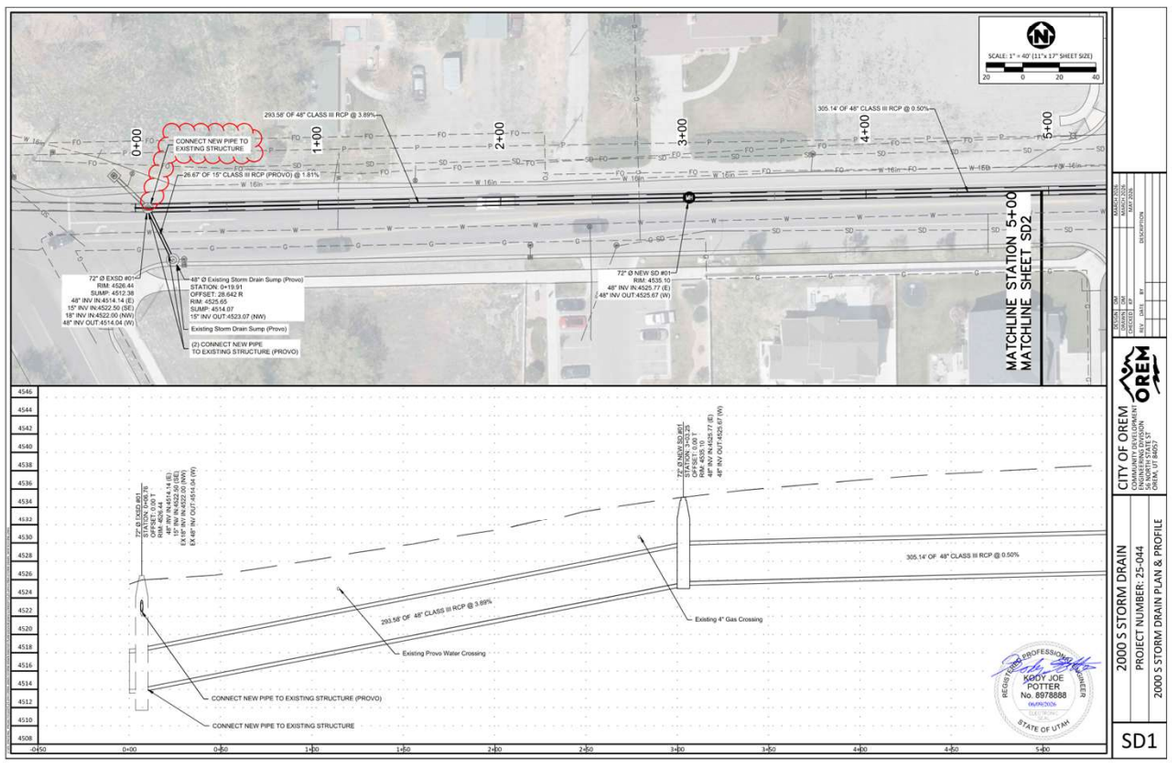
1. **Orem Stormwater Mainline**. Orem will design and pay for the installation of a stormwater mainline on the north side of the road along 2000 Street between Geneva Road and the UTA railroad track according to the plans depicted in Exhibit B. Orem will own and maintain the stormwater mainline.

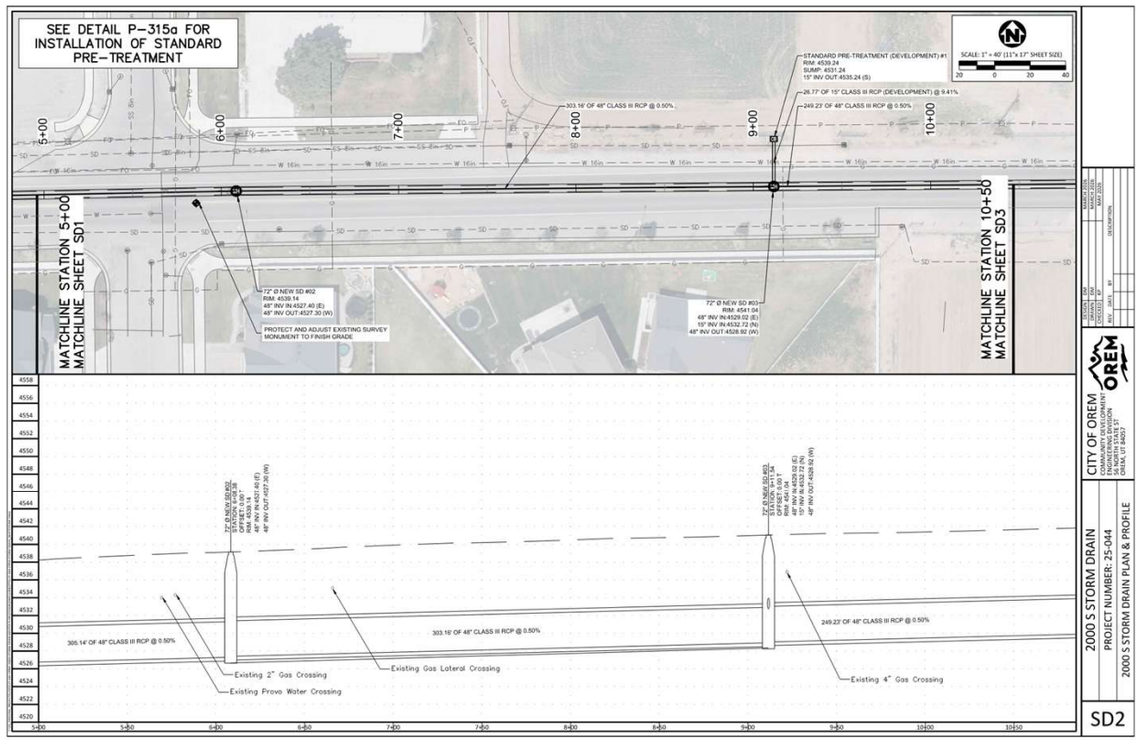
   As part of the install of the stormwater mainline, Orem will install a lateral pipe for Provo connecting Provo's existing storm drain pump to the stormwater mainline as depicted in Exhibit C. Provo will pay Orem $16,520.49 for the costs to install this lateral. Orem will send Provo an invoice after the storm drain mainline is installed. Provo will pay within 30 days of receipt of the invoice.

4. **Limited Discharge**. Orem is prohibited from discharging storm water through this main, except for street drainage collected from 2000 Street between Geneva Road and the UTA railroad track, until Orem has established a discharge point to Utah Lake.

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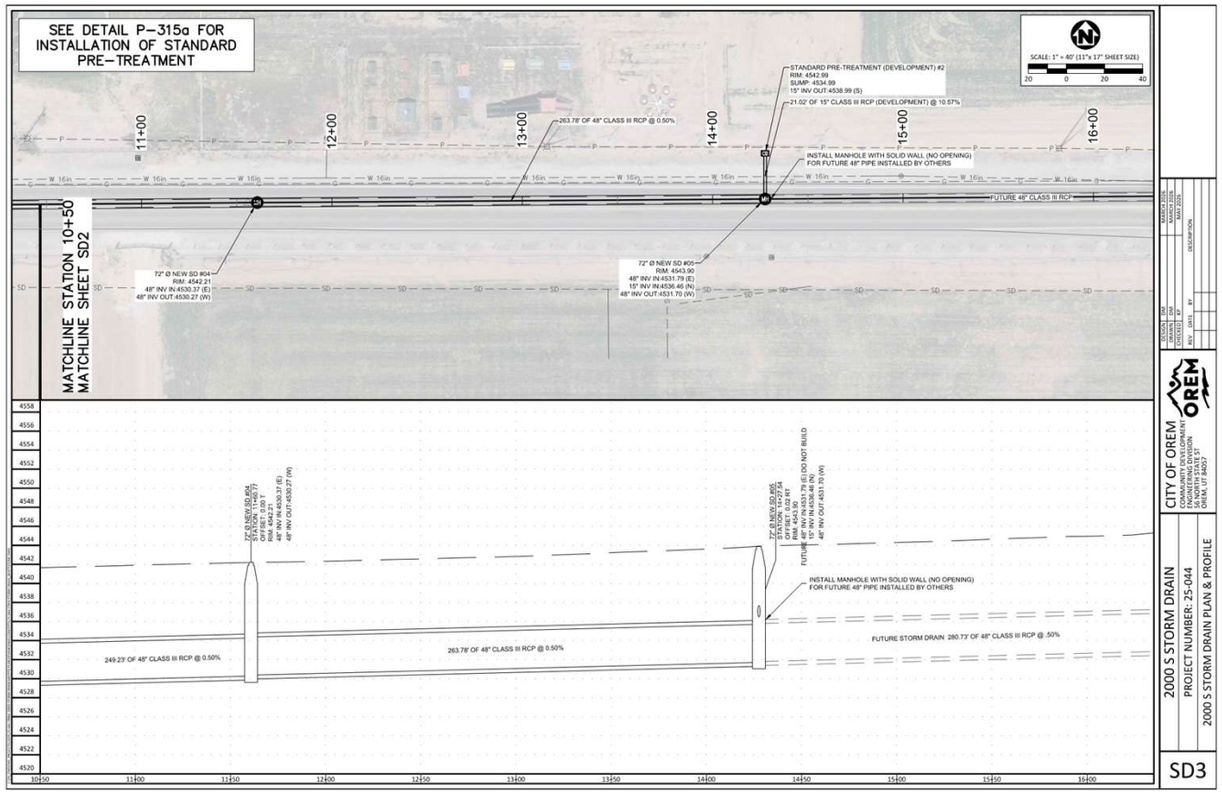
Exhibit B –Project Plans





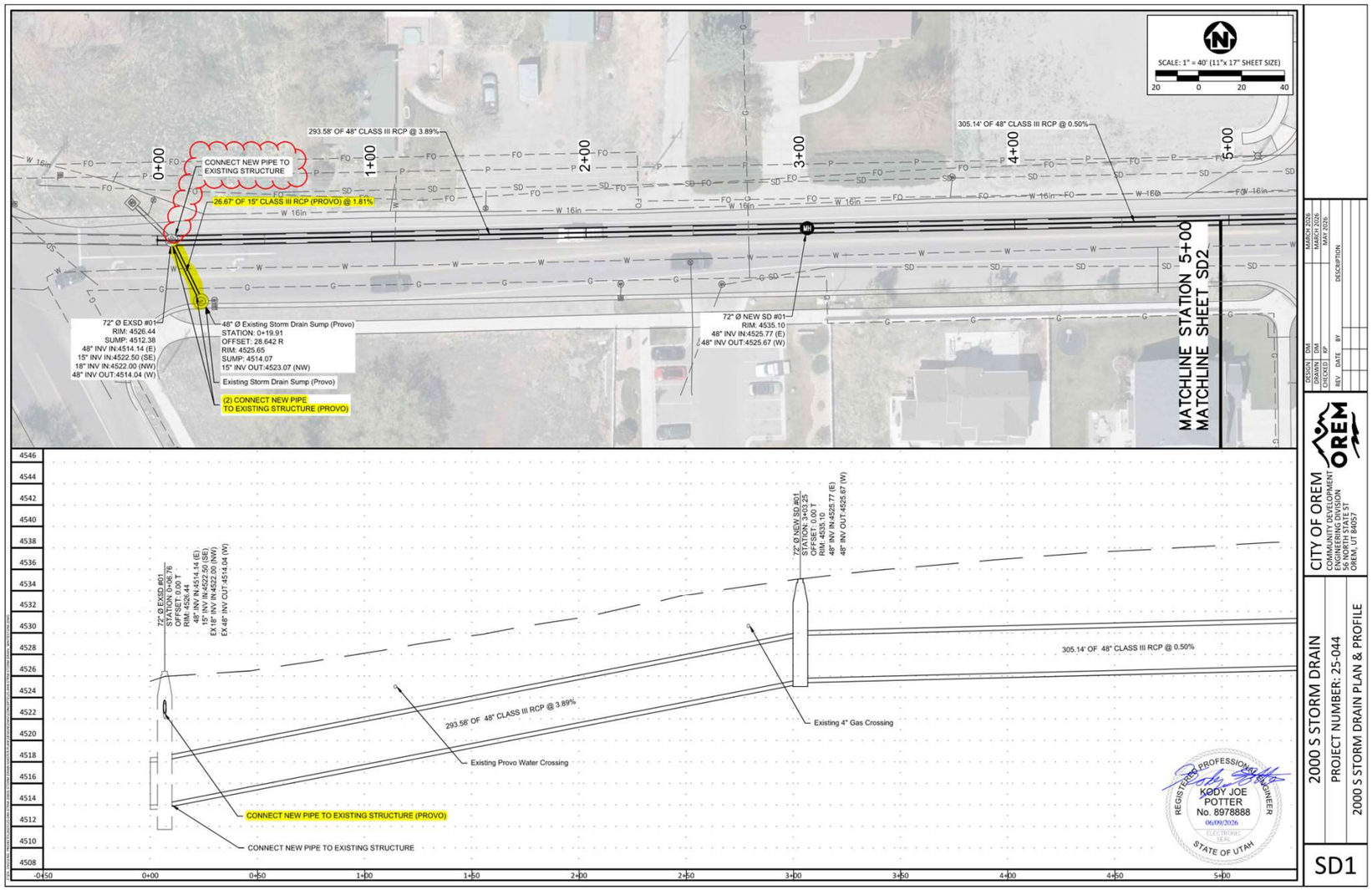
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Exhibit B – Continued



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Exhibit C – Connection to Provo Sump



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Cost Breakdown

- Overall contract total: $900,108.16
  - Agreement Amount/Provo's Cost:
    - Material and Labor Cost: $13,924.42
    - Overall Contract Share Cost: $2,596.07 (~2%)
    - Total: **$16,520.49**

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Summary

- Storm drain needs to be installed as part of Orem's master plan and for the future Whitestone Estates development.
- Provo has agreed to the bid prices and the contractor
- Both Orem and Provo City staff approve of this agreement
- If approved, work will begin immediately

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PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JMCKNIGHT
Presenter: Danielle Nixon, Public Works Engineer
Department: Public Works
Meeting Date: 8/11/2026
Requested Duration (Minutes): 10 minutes
CityView or Issue File Number: 26-056

SUBJECT: 11 A resolution approving an interlocal agreement between Provo City and Orem City regarding funding for Orem 2000 S storm drain project; and authorizing the mayor to sign that agreement on behalf of the city. (26-056)

ADMINISTRATIVE RECOMMENDATION: Approve the resolution

ADMINISTRATIVE MEMO: Provo and Orem entered into an agreement in 2015 defining the border between the two cities on Provo's 2000 N west of I-15. The agreement states that the cities will work together to create a joing storm drain utility. Orem now intends to install a storm drain between Geneva Road and the UTA railroad track. An interlocal agreement has been drafted to define the responsiblities of the two cities for construction, use, and maintenance of that pipe. Provo will pay Orem $16,520.49 as our responsibility for the installation cost.

FISCAL IMPACT: $16,520.49

COUNCIL STAFF MEMO:

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN PROVO AND OREM REGARDING FUNDING FOR A STORM DRAIN PROJECT. (26-056)

RECITALS:

It is proposed that Provo enter an interlocal agreement with the city of Orem for the contract amount of $16,520.49 for the installation of a storm drain main in 2000 North, Provo (also known as 2000 South, Orem) between Geneva Road and the Utah Transit Authority (UTA) railroad tracks;

On August 11, 2026, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

1. The Interlocal Agreement with Orem regarding the installation of a storm drain main within 2000 North, Provo between Geneva Road and the UTA railroad track, is approved.
2. The Mayor is authorized to sign and execute all necessary and appropriate documents in conjunction with this agreement.

PART II:

This resolution takes effect immediately.

AGREEMENT

This Agreement is entered into as of _____, 202__, by and between Provo City, a municipal corporation, and the City of Orem, a municipal corporation.

RECITALS

Whereas, Provo and Orem entered into Agreement A-2015-0098 on June 15, 2015 (hereinafter "the 2015 Agreement"), attached as Exhibit A; and

Whereas, the 2015 Agreement defined the border between Provo and Orem along the street alternatively known as 2000 South, Orem and 2000 North, Provo (hereinafter "2000 Street") west of 1-15 and outlined the Cities' rights and obligations as to use, occupation, and maintenance of 2000 Street; and

Whereas, ¶ 4 of the 2015 Agreement states that "the Cities will work together to create a joint storm drain utility that will meet the needs of the storm water runoff created by 2000 Street, as well as convey storm water generated by development adjoining 2000 Street;" and

Whereas, in accordance with ¶ 4 of the 2015 Agreement, Orem intends to install a storm drain mainline along 2000 Street between Geneva Road and the Utah Transit Authority ("UTA") railroad track; and

Whereas, the Parties desire to outline the respective rights and obligations relating specifically to the new storm drain mainline that Orem will install.

Now, therefore, in consideration of the promises and conditions contained herein, the Parties agree as follows:

1. **Orem Stormwater Mainline**. Orem will design and pay for the installation of a stormwater mainline on the north side of the road along 2000 Street between Geneva Road and the UTA railroad track according to the plans depicted in Exhibit B. Orem will own and maintain the stormwater mainline.

   As part of the install of the stormwater mainline, Orem will install a lateral pipe for Provo connecting Provo's existing storm drain pump to the stormwater mainline as depicted in Exhibit C. Provo will pay Orem $16,520.49 for the costs to install this lateral. Orem will send Provo an invoice after the storm drain mainline is installed. Provo will pay within 30 days of receipt of the invoice.

2. **Provo Laterals**. Provo will be permitted to connect to the stormwater mainline, and Provo will own and maintain all storm drain inlets and lateral lines connecting said inlets to the stormwater mainline. Provo will pay any costs associated with such connections.

3. **Inspections**. Both parties agree to have inspectors on site periodically during the installation of the utility to verify that Orem's contractor is installing the stormwater main and inlets to the proper specifications and standards identified by Provo and Orem standards and specifications.

4. **Limited Discharge**. Orem is prohibited from discharging storm water through this main, except for street drainage collected from 2000 Street between Geneva Road and the UTA railroad track, until Orem has established a discharge point to Utah Lake.

5. **Amendment to 2014 Agreement**. This Agreement amends the terms of the 2015 Agreement. However, all terms of the 2015 Agreement not in conflict with this Agreement shall remain in force.

6. **Indemnification**. The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Utah Governmental Immunity Act, Section 63G-7-604. The Parties also hereby reserve any available procedural or substantive defenses provided by the Utah Governmental Immunity Act.

7. **Amendment**. This Agreement may be modified or amended only by a written instrument executed by the parties or all their successors as applicable.

8. **Governing Law**. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah.

9. **Non-Waiver**. No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants o conditions to be performed by the other.

10. **Severability**. If any provision of this Agreement is held to be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable.

11. **No Presumption**. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

12. **Assignment**. The Parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other Parties of this Agreement. No assignment shall relieve the original Parties from any liability hereunder.

13. **Electronic Signature**. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such a record, including facsimile or email electronic signatures.

14. **Entire Agreement**. This Agreement, together with the 2015 Agreement, constitutes the entire agreement between the Parties concerning the stormwater mainline discussed herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

-- Signature Page to Follow –

The City of Orem and Provo City have read and understand the terms of this Agreement for Stormwater Mainline in 2000 Street. Both Parties have demonstrated their intent to enter this Agreement as of the date above by having their authorized representatives sign below.

City of Orem	Provo City
_____	_____
Brenn Bybee – City Manager	Marsha Judkins - Mayor
ATTEST AND COUNTERSIGN:	ATTEST AND COUNTERSIGN:
_____	_____
Orem City Recorder	Provo City Recorder

EXHIBIT A
2015 AGREEMENT

AGREEMENT

This Agreement ("Agreement") is entered into as of June 15, 2015, by and between Provo City ("Provo"), a municipal corporation and the City of Orem ("Orem") a municipal corporation.

RECITALS

A. Provo and Orem have historically considered the street known as 2000 North, Provo and 2000 South, Orem to be the existing and/or future boundary between both cities from the western boundary of Interstate 15 (I-15) right of way to Geneva Road. For ease of reference, the entire width of that street located west of I-15 and alternately known as 2000 North, Provo and 2000 South, Orem (and including future extensions of that street to the west of Geneva Road) is hereinafter referred to as "2000 Street."

B. Provo and Orem have historically worked together regarding annexation issues to ensure that their common boundaries are mutually beneficial to both cities.

C. Provo has adopted an annexation policy plan which includes the area west of I-15 and south of Provo's 2000 North Street in Provo's future annexation area.

D. Orem has adopted an annexation policy plan which includes the area west of I-15 and north of Orem's 2000 South Street in Orem's future annexation area.

E. Provo has previously accepted annexation plats that border on the south of 2000 North including an annexation plat known as the "Lakeview Addition No. 8" in March of 2004. This annexation plat included a portion of 2000 North Street within Provo's boundaries.

F. Orem has received a request to annex an area of property located west of I-15 that borders on 2000 South consisting of approximately 227.59 acres.

G. There is uncertainty as to where the common boundary between Provo and Orem should be for that area west of I-15.

H. The parties desire to enter into this Agreement to establish the location of a common boundary which is mutually beneficial and agreeable to each city. The parties further desire to enter into this agreement to establish the duties and responsibilities of each city pertaining to operation and maintenance of each city's portion of 2000 Street.

AGREEMENT

In consideration of the promises contained herein, the parties agree as follows:

1. **Common Boundary Established.** Provo and Orem agree that the street alignment and right of way of 2000 Street shall be established as follows:

ORIGINAL DOCUMENT
City of Orem Recorder's Office

a. The centerline for 2000 Street shall be defined as per the attached Exhibit B.
b. The street right of way of 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) property easterly shall reside in Orem City. The city boundary on the south side of 2000 Street shall be defined as the back of curb along the south side of the street.
c. The street right of way of 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) property westerly shall reside in Provo City. The city boundary on the north side of 2000 Street shall be defined as the back of curb along the north side of the street.
d. Each city shall take such actions as may be reasonably necessary to establish the common boundary as described above and to locate the above-described sections of 2000 Street within each city as described above. Each city agrees that such actions may include the execution of boundary line agreements and the approval of annexations and/or disconnections, all as may be necessary to establish the common boundary. In the event that the appropriate approving authority of one city fails to execute and/or approve any necessary action or documents necessary to accomplish the establishment of the common boundary and the inclusion of the sections of 2000 Street in each city as described above within a reasonable period of time, then the other city shall have the right to declare this Agreement null and void and neither city shall have any further right or obligation under this Agreement.

2. **Design, Construction and Maintenance of 2000 Street.** In order to ensure that the entire width of 2000 Street is designed, constructed and maintained in a manner satisfactory to both parties, Provo and Orem agree that 2000 Street shall be designed, constructed and maintained as set forth below.

2.1 **Design**. 2000 Street shall be designed with an asphalt pavement width of fifty-four (54) feet, curb and gutter, a seven foot wide landscaped strip on each side of the street and a six foot wide sidewalk on each side of the street, all as shown on Exhibit "A" which is attached hereto and by reference is made a part hereof. The street improvements (asphalt and curb and gutter) shall be designed in accordance with Standards and Specifications for each city within their respective jurisdictions. Each city agrees to coordinate street design with the other to provide uniform functionality and appearance of the street.

2.2. **Construction Standards**. The parties agree that any new construction, improvements and repairs made to either side of 2000 Street shall be made in conformance with the design and standards shown in Exhibit A.

2.3. **Construction.** Each city will be responsible to provide inspection and monitor progress throughout roadway construction to determine that construction meets applicable City specifications and is performed in accordance with the final design documents within their

respective jurisdictions. Both Cities shall have continuous access to 2000 Street during any construction activities and will work together to coordinate such activities.

2.4. **Intersection of 2000 Street and Geneva Road**. The parties acknowledge and agree that 2000 Street may need to be widened at the intersection of 2000 Street and Geneva Road and that a traffic signal may need to be installed at such intersection at a yet to be determined date. At such time as warrants justify signalization at 2000 Street and Geneva Road, the parties anticipate that UDOT will assume responsibility for all or a majority of the cost of widening the intersection and installing the signalization. However, any cost of such traffic signalization that is not paid by UDOT shall be paid 75% by Provo and 25% by Orem. This allocation is based on the fact that ¾ of said intersection (the south leg of Geneva Road and the east and west legs of 2000 Street) will lie within the boundaries of Provo City and ¼ of said intersection (the north leg of Geneva Road) will lie within the boundaries of the City of Orem. The parties agree to work together to facilitate the installation of such traffic signalization.

2.5. **Maintenance**. Except as may later be agreed upon in writing by the Parties, each city will maintain its own portion of 2000 Street together with all street improvements within their respective jurisdictions as defined above. This shall include both routine and non-routine maintenance, including, but not limited to asphalt pavement, snow removal, striping, signage, markings, street sweeping, and curbs and gutters.

2.6. **New Street Dedication**. Each city shall be responsible for acquiring any property dedication that may be necessary for the construction, improvement, maintenance and extension of that portion of 2000 Street that is located within that city's boundaries or future boundaries as set forth in this Agreement.

3. **Access**. Each city shall be entitled to any access to 2000 Street that it deems reasonable and necessary. However, before approving any access to 2000 Street, each city agrees to coordinate with the other to discuss the proposed access location and to receive input from the other city. For safety and traffic flow reasons, driveway access to single family residential property is highly discouraged and shall only be permitted when no other means of safe access can be provided. Each city shall have the right to make final decisions regarding access locations from their respective cities. All accesses shall be designed to conform to sound engineering principles.

4. **Utilities.** Provo and Orem shall both have the ability to use the 2000 Street roadway corridor for the installation of water, sewer, storm drainage, street lighting, communication lines and other utilities as becomes necessary. The cities agree to work together to determine the appropriate location of utilities which will accommodate the needs of each city. The Cities will work together to create a joint storm drain utility that will meet the needs of the storm water runoff created by 2000 Street, as well as convey storm water generated by development

adjoining 2000 Street. Street lighting design, location and operation shall be coordinated between the cities to ensure, insofar as is practical, uniformity in both form and function. Any other public or private utilities will require the review and approval of each city within their respective jurisdictions.

5. **Permitting.** Each city shall be responsible for reviewing and approving any permits for utility construction within that portion of 2000 Street located within its respective jurisdiction. Any permit or inspection fees for publicly owned utilities shall be waived by either city for city utilities needing to be installed in the other city's right of way.

6. **Ownership of Improvements.** Orem will own and control the right of way for 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) to the west boundary line of I-15. Orem will own all street improvements from the back of curb and gutter along the south side of 2000 Street to the north right of way line. Provo will own all street improvements from the back of curb and gutter along the south side of 2000 Street to the south right of way line in this section of 2000 Street.

Provo will own and control the right of way for 2000 Street from the west boundary line of the UTA (L.A. & S.L. RR) property westerly. Provo will own all street improvements from the back of curb and gutter along the north side of 2000 Street to the south right of way line.

7. Amendment. This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.

8. **Enforcement.** Each city will provide enforcement as required for 2000 Street within their respective jurisdictions as defined above.

9. **Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

10. **Non-Waiver.** No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

11. **Severability.** If any provision of this Agreement is held to be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

12. **Binding Agreement.** This Agreement is binding upon all of the assigns, grantees and successors in interest to each of the parties, and shall remain in full force and effect until amended as provided herein.

13. **Further Assurances.** The parties shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OREM CITY

By: James P. Dawson
CITY MANAGER

ATTEST AND COUNTERSIGN:

By: Alberta R. Weaver
City Recorder

APPROVED AS TO FORM AND LEGALITY:

Steven C. Earl

CITY OF OREM CORPORATE SEAL STATE OF UTAH

PROVO CITY

By:

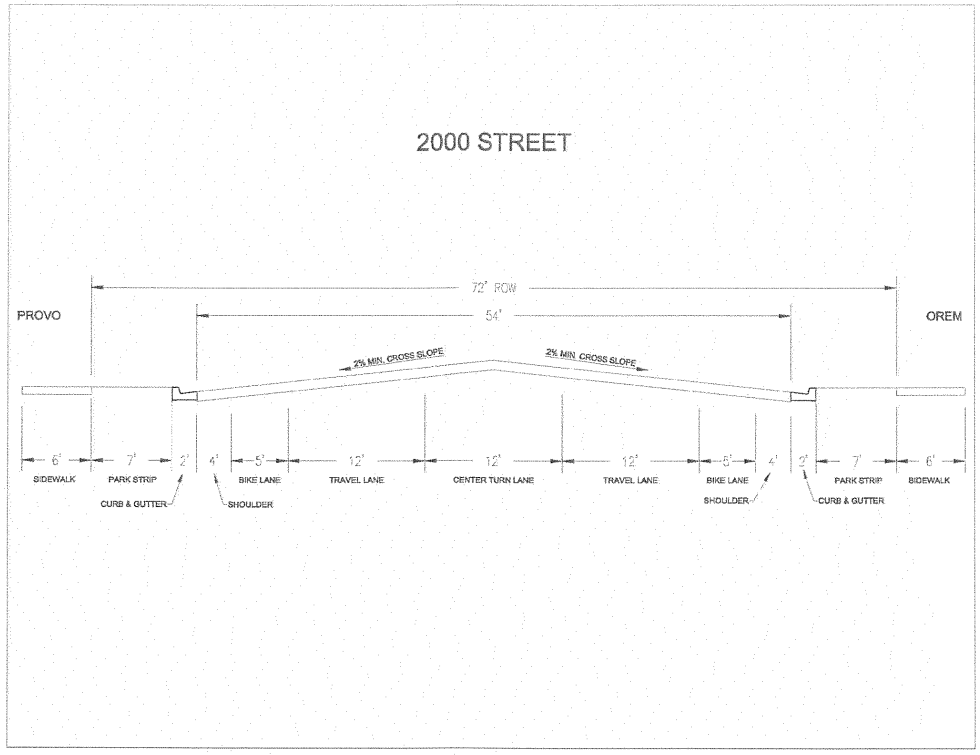
ATTEST AND COUNTERSIGN:

By: Laurie Sloan
City Recorder

APPROVED AS TO FORM AND LEGALITY:

PROVO CITY SEAL INDUSTRY AND COMMERCE UTAH COUNTY, UTAH

Exhibit A


2000 STREET
72' ROW
54'
PROVO
OREM
2% MIN. CROSS SLOPE
2% MIN. CROSS SLOPE
6'
7'
2'
4'
5'
12'
12'
12'
5'
4'
2'
7'
6'
SIDEWALK
PARK STRIP
CURB & GUTTER
SHOULDER
BIKE LANE
TRAVEL LANE
CENTER TURN LANE
TRAVEL LANE
BIKE LANE
SHOULDER
CURB & GUTTER
PARK STRIP
SIDEWALK

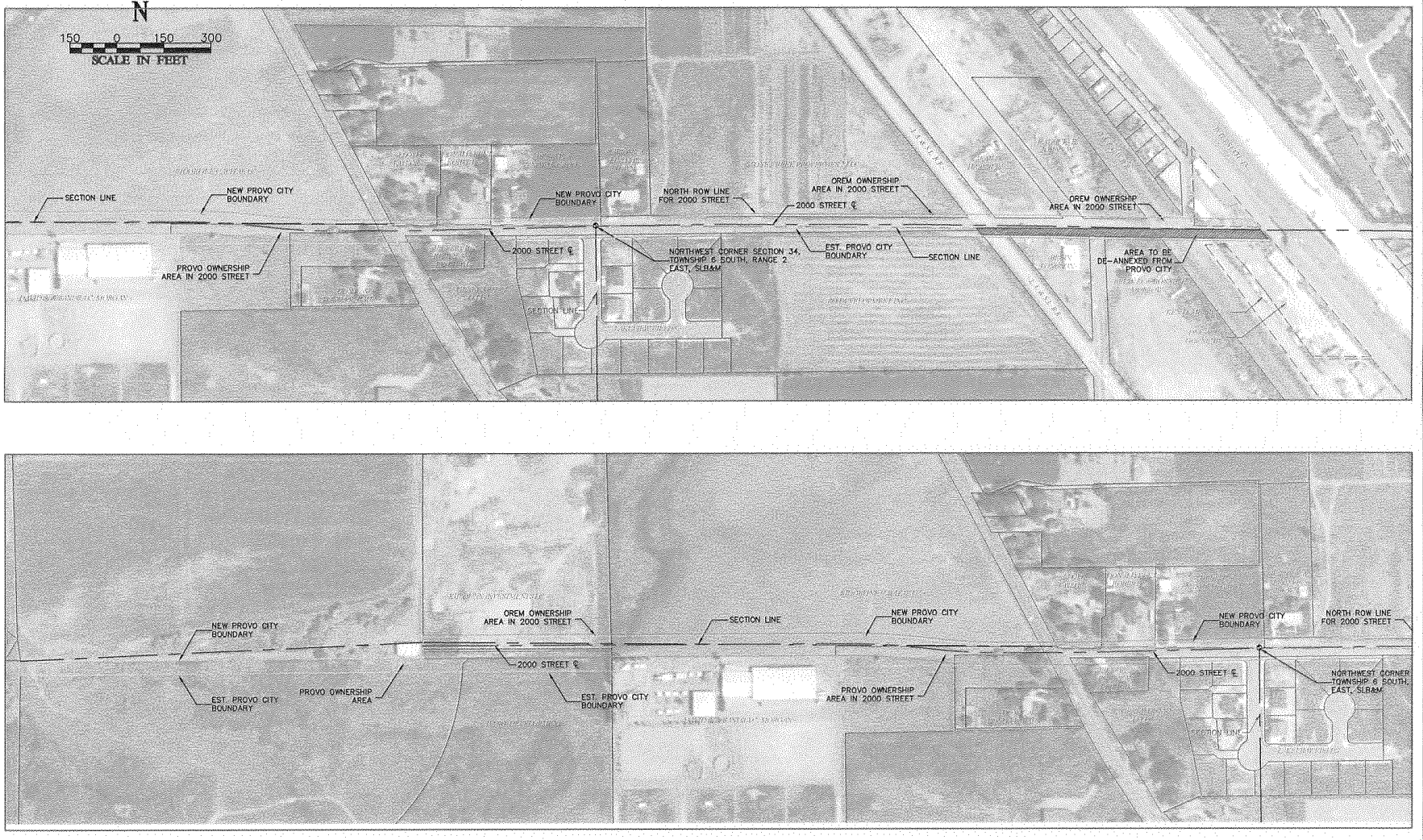
2000 STREET CENTERLINE

LEGAL DESCRIPTION

A CENTERLINE OF A FIFTY-FOUR (72) FOOT RIGHT-OF-WAY DESCRIBED FOR 2000 STREET, LOCATED IN THE NORTHWEST QUARTER SECTION 34 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN PROVO, UTAH, MORE PARTICULARLY DESCRIIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°31'52"W ALONG THE SECTION LINE 2670.26 FEET AND SOUTH 13.04 FEET FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N89°48'22"E 1350.23 FEET; THENCE EASTERLY ALONG THE ARC OF A 2050.00 FOOT RADIUS TO THE RIGHT 256.44 FEET (CHORD BEARS: S86°36'36"E 256.28 FEET); THENCE EASTERLY ALONG THE ARC OF A 2050.00 FOOT REVERSE CURVE RADIUS TO THE LEFT 258.63 FEET (CHORD BEARS: S86°38'27"E 258.46 FEET); THENCE N89°44'42"E 154.09 FEET; THENCE N89°44'42"E 89.57 FEET; THENCE EASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS TO THE LEFT 3.68 FEET (CHORD BEARS: N89°13'03"E 3.68 FEET); THENCE N88°41'24"E 586.67 FEET; THENCE EASTERLY ALONG THE ARC OF A 536.00 FOOT RADIUS TO THE RIGHT 5.17 FEET (CHORD BEARS: N88°57'57"E 5.17 FEET); THENCE N89°14'31"E 362.05 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE RIGHT 7.83 FEET (CHORD BEARS: N89°41'25"E 7.83 FEET); THENCE S89°51'40"E 646.69 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE RIGHT 5.93 FEET (CHORD BEARS: S89°31'16"E 5.93 FEET); THENCE S89°10'52"E 454.47 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE RIGHT 7.57 FEET (CHORD BEARS: S88°44'50"E 7.57 FEET); THENCE S88°18'49"E 126.13 FEET; THENCE EASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS TO THE LEFT 7.29 FEET (CHORD BEARS: S88°43'53"E 7.29 FEET); THENCE S89°08'58"E 474.84 FEET TO THE POINT OF TERMINUS, SAID POINT IS LOCATED S89°34'24"E ALONG THE SECTION LINE 2125.59 FEET AND SOUTH 0.82 FEET FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

Exhibit B - page 2 of 2



provo PUBLIC WORKS ENGINEERING

REMARKS

2000 STREET LAYOUT
2000 NORTH EAST OF I-15
JUNE 2015

2000 STREET EXHIBIT

Engineering File Number:
–

Drawing: 1
Sheet: 1 of 3

Agreement Approval Tracking

Description

Common Boundary

Agreement with: Provo City

Brought by: Sam Kelly

Department DS

Budget Account # N/A

	Initials	Comments
City Recorder	BB	
Purchasing		
Finance		
City Attorney	SCE	
Risk Mgmt		
Dept. Director		
City Manager		
City Recorder		

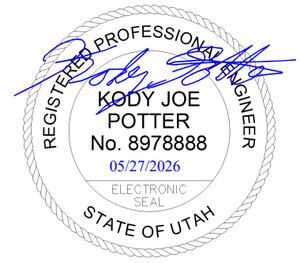
EXHIBIT B
STORMWATER MAINLINE PLANS

CITY OF OREM, COMMUNITY DEVELOPMENT, ENGINEERING DIVISION

DRAWINGS FOR THE CONSTRUCTION OF:

2000 S STORM DRAIN

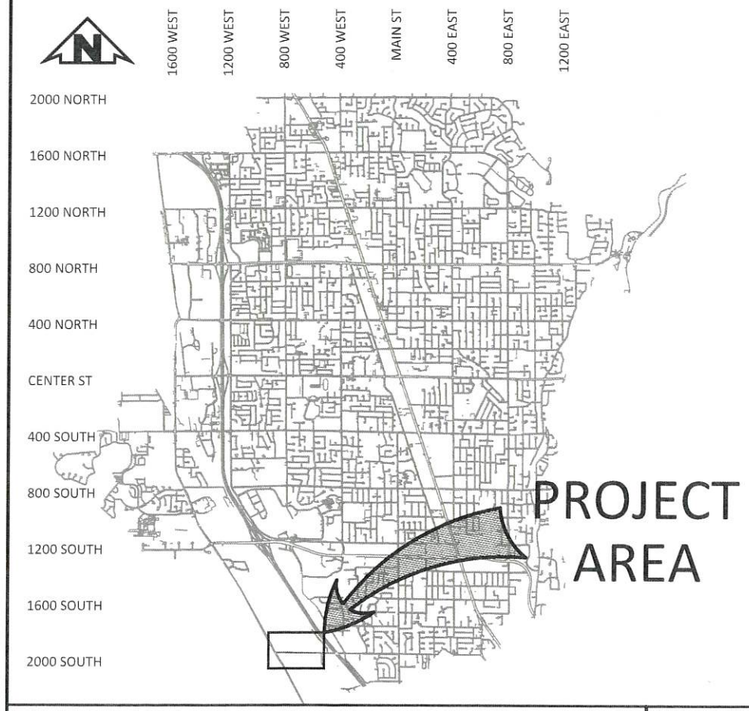
- GENEVA ROAD TO UTA TRACKS -



MAY 2026

CITY OF OREM
DEVELOPMENT SERVICES
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

PROJECT VICINITY MAP



SYMBOLS

- EXISTING UTILITIES
- NEW UTILITIES
- EXISTING CATCH BASIN
- NEW CATCH BASIN
- EXISTING CLEANOUT
- NEW CLEANOUT
- EXISTING MANHOLE
- NEW MANHOLE
- EXISTING PRESSURE REDUCER
- NEW PRESSURE REDUCER
- EXISTING SUMP
- NEW SUMP
- EXISTING WATER METER
- NEW WATER METER
- EXISTING FIRE HYDRANT
- NEW FIRE HYDRANT
- EXISTING WATER VALVE
- NEW WATER VALVE
- SECTION CORNER
- NEW WATER CROSS
- CONTROL POINT
- NEW WATER TEE
- SIGN
- NEW WATER ELBOW
- EXISTING STRUCTURE OR FACILITY
- NEW WATER SLEEVE
- EXISTING POLE WITH ANCHOR
- NEW WATER REDUCER
- EXISTING POLE
- NEW WATER PLUG
- EXISTING STREETLIGHT
- NEW STREETLIGHT
- CONIFEROUS TREE
- DECIDUOUS TREE

ABBREVIATIONS

AC	ASPHALT CONCRETE
AP	ANGLE POINT
BC	BEGIN CURVE
BCR	BEGIN CURB RETURN
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
CB	CATCH BASIN
CG	CURB & GUTTER
CG&SW	CURB, GUTTER & SIDEWALK
CI	CAST IRON
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CP	CONTROL POINT
CTV	CABLE TV
DI	DUCTILE IRON
EC	END CURVE
ECR	END CURB RETURN
EL	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END VERTICAL CURVE
FH	FIRE HYDRANT
FL	FLOW LINE
FO	FIBER OPTIC
G	GAS
HDPE	HIGH-DENSITY POLYETHYLENE
ID	INSIDE DIAMETER
INV	INVERT ELEVATION
IRR	IRRIGATION
LG	LIP OF GUTTER
MH	MANHOLE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
P	POLE, POWER
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POC	POINT ON CURVE
PRV	PRESSURE REDUCING VALVE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R/W	RIGHT OF WAY
RCL	ROAD CENTERLINE
RCP	REINFORCED CONCRETE PIPE
SD	STORM DRAIN
SS	SANITARY SEWER
STA	ENGINEERING STATION
SW	SIDEWALK
T	TELEPHONE
TA	TOP OF ASPHALT
TC	TOP OF CONCRETE
TW	TOP OF WALK
TYP	TYPICAL
W	WATER

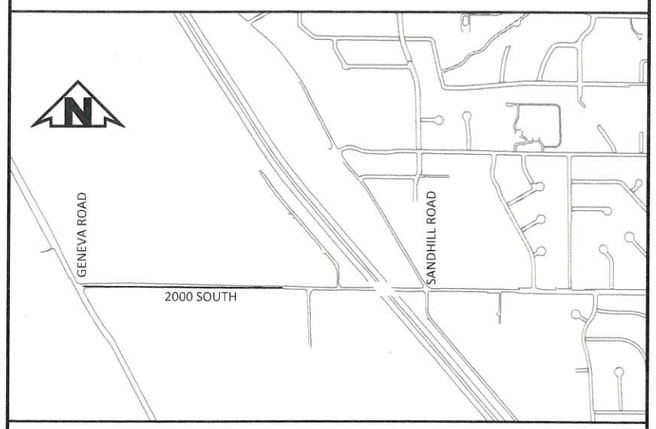
DRAWING INDEX

NUMBER	TITLE
1	TITLE SHEET
2	GENERAL INFO AND LOCATION MAP
G1	GENERAL STORM DRAIN PLAN
SD1	STORM DRAIN PLAN & PROFILE 0+00 TO 5+00
SD2	STORM DRAIN PLAN & PROFILE 5+00 TO 10+50
SD3	STORM DRAIN PLAN & PROFILE 10+50 TO 16+00
D1	DETAILS
P-255	DETAILS
P-315a	DETAILS

CONTACTS

DESIGN ENGINEER	DALLIN MARSH	229-7478
PROJECT MANAGER	JOHN WIRTHLIN	229-7336
SEWER	CHAD JOHNSON	229-7485
WATER	QUINN FENTON	229-7546
STORM DRAIN	RICK SABEY	229-7545
STREETS	BILL PETERSON	229-7537
STREET LIGHTS	JUSTIN GAINES	229-7527
SIGNS	TRENT MALLINSON	229-7519
TRAFFIC CONTROL	JOHN DORNY	229-7320
SWPPP	RYAN CASPER	229-7573

LOCATION MAP



GENERAL NOTES

1. THE CONTRACTOR IS TO READ AND UNDERSTAND THE M&P SPECIAL CONDITIONS LOCATED IN THE SPECIFICATIONS. EACH LINE ITEM IS COVERED IN DETAIL WITH EXTRA INFORMATION THAT MAY NOT BE FOUND ON THE PLANS. THE COMPLETION DATE IS SEPTEMBER 19, 2026.
2. UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO POTHOLE, LOCATE AND PROTECT ALL EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO POTHOLE EXISTING UTILITIES TO VERIFY ELEVATION AND LOCATION.
3. THE CONSTRUCTION SURVEY STAKING IS TO BE PROVIDED BY THE CONTRACTOR. ALL SURVEY ACTIVITIES SHALL BE PERFORMED WITHIN THE CITY'S "OREM97" SURVEY DATUM, UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR IS REQ'D TO DEVELOP AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ACCORDING TO SPECIFICATION 01 57 00 BEFORE CONSTRUCTION BEGINS. THE SWPPP IS TO BE SUBMITTED TO THE CITY OF OREM AND PROVO CITY FOR APPROVAL.
5. CONTACT TRENT MALLINSON (229-7519 OREM CITY SIGN SHOP) TO COORDINATE OREM CITY STREET SIGN REMOVAL AND RELOCATION. THE CITY WILL BE RESPONSIBLE TO MOVE ANY AND ALL OREM CITY SIGNS. THE SIGN SHOP HOURS ARE 7:00 AM TO 3:30 PM. NOTIFICATION FOR RELOCATION OR REMOVAL WILL NEED TO BE BY 9:00 AM TO INSURE REMOVAL OR RELOCATION BY 3:30 PM.
6. THROUGHOUT CONSTRUCTION THE CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH THE UTAH TRANSIT AUTHORITY (UTA) CONCERNING BUS ROUTES, BUS STOPS, AND UTA ROUTE SIGNS.
7. IMPORTED PIPE BEDDING IS REQ'D. IF EXCAVATED MATERIAL IS FOUND TO BE SUITABLE FOR BEDDING, THE CITY WILL ASK THE CONTRACTOR FOR A CREDIT. IMPORTED BACKFILL REQUIREMENTS PER PROVO CITY SPECIFICATIONS.
8. HIGH GROUNDWATER CONDITIONS EXIST. AS GROUNDWATER IS ENCOUNTERED WELL POINTS MAY BE REQUIRED.
9. THIS PROJECT MAY HAVE EXISTING UTILITIES THAT ARE NEAR THE LOCATIONS OF STORM DRAIN LINES, MANHOLES, AND INLETS. IT MAY BECOME NECESSARY TO MAKE FIELD ADJUSTMENTS TO THE EXACT GRADE OF THE LINES TO AVOID EXISTING UTILITIES. THE CONTRACTOR SHALL MAKE ADJUSTMENTS WITH THE PROJECT MANAGER AND ENGINEER. NO PRICE ADJUSTMENT SHALL BE MADE FOR INCIDENTAL CHANGES.
10. THE CONTRACTOR IS REQ'D TO MAINTAIN DRIVEWAY PARKING ACCESS TO ALL APARTMENT BUILDINGS, BUSINESSES, HOMES, ETC. DURING CONSTRUCTION. STEEL PLATES ARE REQ'D WHILE THE NEW CONCRETE CURES FOR THE CURB, GUTTER, AND SIDEWALK FOR ANY DRIVEWAY ENTRANCES AFFECTED.
11. THE CONTRACTOR IS RESPONSIBLE TO SURVEY AND LOCATE ALL MANHOLE COVERS AND WATER VALVES IF NEEDED DURING PAVING. ALL MANHOLES AND WATER VALVES ARE TO BE RAISED BY THE CONTRACTOR WITH CONCRETE COLLARS TO BE FLUSH WITH THE NEW ASPHALT SURFACE.
12. WHENEVER FEASIBLY POSSIBLE THE CONTRACTOR IS REQUIRED TO HAVE ALL ASPHALT JOINTS PLACED AT THE STRIPING LOCATIONS AND NOT IN THE WHEEL PATH LOCATIONS.
13. ALL SECTIONS CORNERS MUST BE PROTECTED DURING THE CONSTRUCTION PROCESS. ANY DAMAGED OR DISTURBED SECTION CORNERS MUST BE RE-SURVEYED AT THE CONTRACTORS EXPENSE AND VERIFIED WITH THE CITY SURVEYOR.
14. ROAD CLOSURES WILL ONLY BE ALLOWED WITH APPROVAL FROM PROVO AND OREM CITY ENGINEERS AS WELL AS UDOT. FOR ANY ROAD CLOSURES CONTRACTOR MUST NOTIFY PUBLIC SAFETY, WASTE MANAGEMENT, POST OFFICE, ANY SCHOOL DISTRICTS AFFECTED, AND UTA.
15. CONTRACTOR TO VERIFY GAS AND WATER UTILITY DEPTHS BEFORE INSTALLATION OF NEW PIPE.

OREM

CITY OF OREM
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057
(801) 229-7107

APPROVAL CITY ENGINEER

APPROVAL COMMUNITY DEVELOPMENT DIRECTOR

DESIGN: DALLIN MARSH

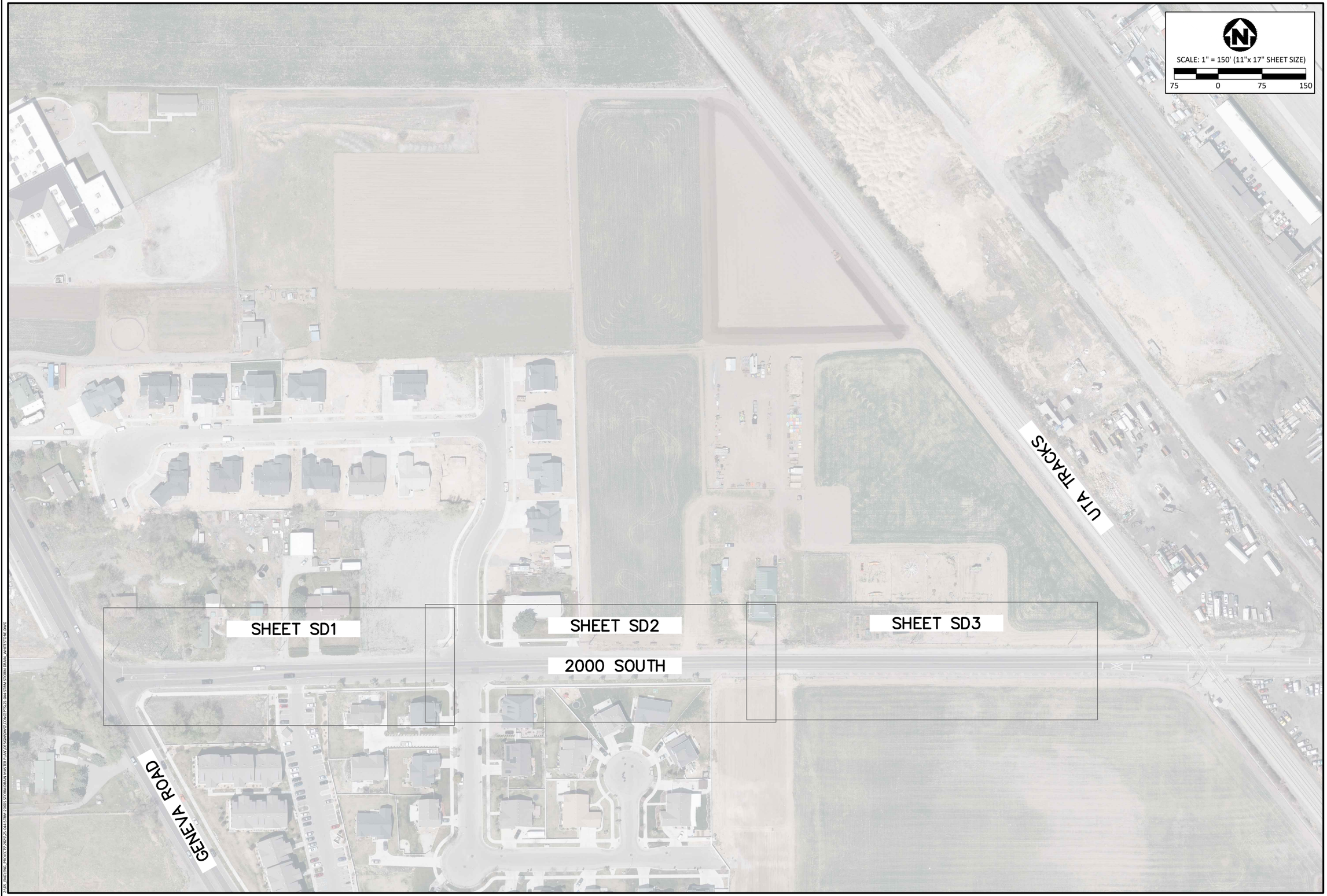
DATE: MAY 2026

2026 2000 S STORM DRAIN
- GENEVA ROAD TO UTA TRACKS -

PROJECT NUMBER: 25-044

GENERAL INFORMATION

SHEET 2



DESIGN	DM
DRAWN	DM
CHECKED	KP

REV	DATE	BY	DESCRIPTION
			MARCH 2026
			MARCH 2026
			MAY 2026

CITY OF OREM
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ENGINEERING DIVISION
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OREM, UT 84057

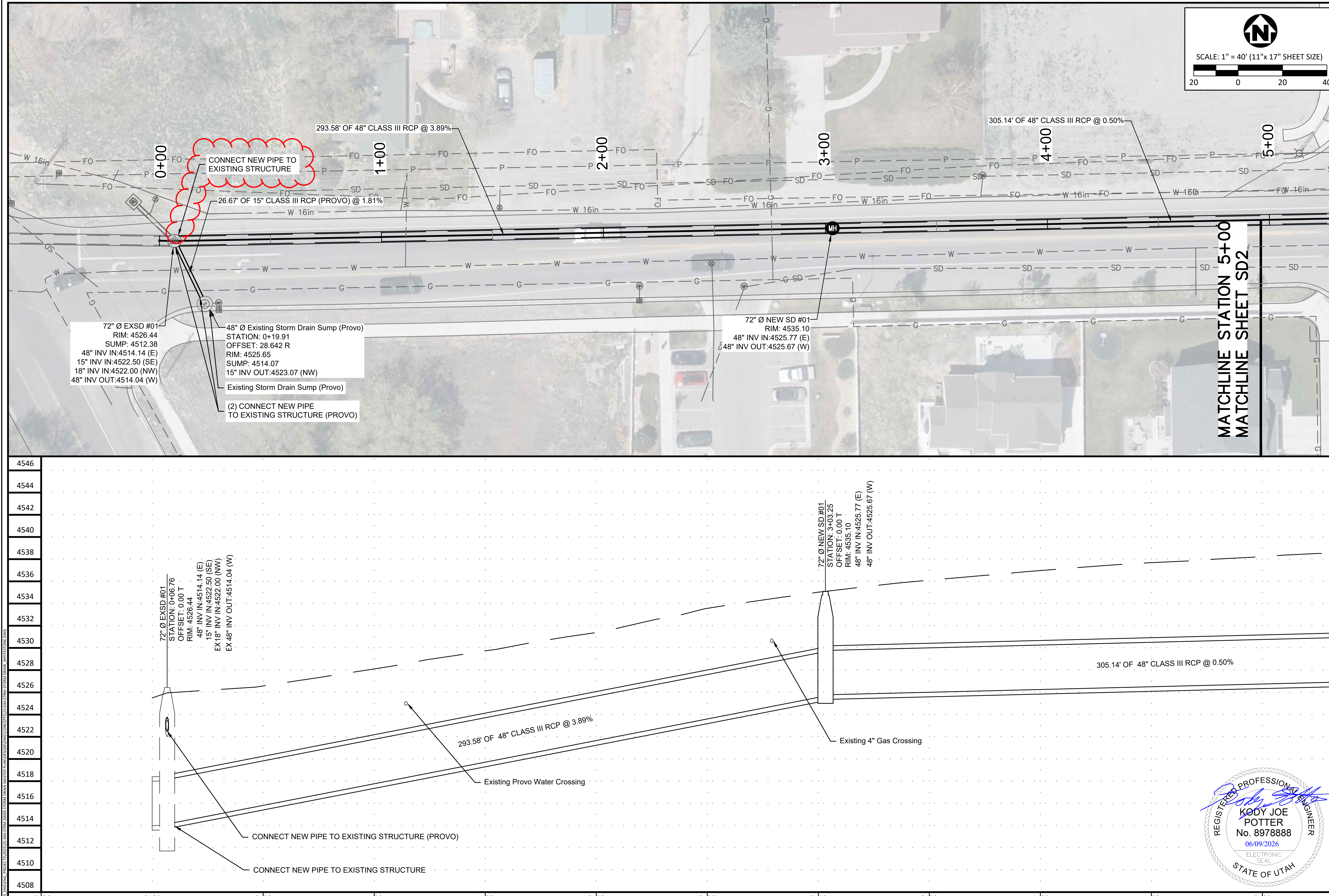
2000 S STORM DRAIN

PROJECT NUMBER: 25-044

2000 S STORM DRAIN PLAN & PROFILE

G1

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REV	DATE	BY	DESCRIPTION
DESIGN	DM		MARCH 2026
DRAWN	DM		MARCH 2026
CHECKED	KP		MAY 2026

OREM

CITY OF OREM
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

2000 S STORM DRAIN
PROJECT NUMBER: 25-044
2000 S STORM DRAIN PLAN & PROFILE

SD1

SEE DETAIL P-315a FOR INSTALLATION OF STANDARD PRE-TREATMENT

SCALE: 1" = 40' (11"x 17" SHEET SIZE)

20 0 20 40

STANDARD PRE-TREATMENT (DEVELOPMENT) #1
RIM: 4539.24
SUMP: 4531.24
15" INV OUT:4535.24 (S)

26.77' OF 15" CLASS III RCP (DEVELOPMENT) @ 9.41%

249.23' OF 48" CLASS III RCP @ 0.50%

303.16' OF 48" CLASS III RCP @ 0.50%

5+00 6+00 7+00 8+00 9+00 10+00

MATCHLINE STATION 5+00
MATCHLINE SHEET SD1

MATCHLINE STATION 10+50
MATCHLINE SHEET SD3

72" Ø NEW SD #02
RIM: 4539.14
48" INV IN:4527.40 (E)
48" INV OUT:4527.30 (W)

PROTECT AND ADJUST EXISTING SURVEY MONUMENT TO FINISH GRADE

72" Ø NEW SD #03
RIM: 4541.04
48" INV IN:4529.02 (E)
15" INV IN:4532.72 (N)
48" INV OUT:4528.92 (W)

4558 4556 4554 4552 4550 4548 4546 4544 4542 4540 4538 4536 4534 4532 4530 4528 4526 4524 4522 4520

72" Ø NEW SD #02
STATION: 6+08.38
OFFSET: 0.00 T
RIM: 4539.14
48" INV IN:4527.40 (E)
48" INV OUT:4527.30 (W)

72" Ø NEW SD #03
STATION: 9+11.54
OFFSET: 0.00 T
RIM: 4541.04
48" INV IN:4529.02 (E)
15" INV IN:4532.72 (N)
48" INV OUT:4528.92 (W)

305.14' OF 48" CLASS III RCP @ 0.50%

303.16' OF 48" CLASS III RCP @ 0.50%

249.23' OF 48" CLASS III RCP @ 0.50%

Existing 2" Gas Crossing

Existing Provo Water Crossing

Existing Gas Lateral Crossing

Existing 4" Gas Crossing

5+00 5+50 6+00 6+50 7+00 7+50 8+00 8+50 9+00 9+50 10+00 10+50

REV	DATE	BY	DESCRIPTION

DESIGN DM MARCH 2026
DRAWN DM MARCH 2026
CHECKED KP MAY 2026

CITY OF OREM
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

2000 S STORM DRAIN

PROJECT NUMBER: 25-044

2000 S STORM DRAIN PLAN & PROFILE

SD2

G:\DEVELOPMENT PROJECTS\2025\25-044 2000 S STORM DRAIN\CAD\PLAN SHEETS\25-044 2000 S STORM DRAIN.DWG

SEE DETAIL P-315a FOR INSTALLATION OF STANDARD PRE-TREATMENT

SCALE: 1" = 40' (11"x 17" SHEET SIZE)

20 0 20 40

MATCHLINE STATION 10+50
MATCHLINE SHEET SD2

11+00 12+00 13+00 14+00 15+00 16+00

263.78' OF 48" CLASS III RCP @ 0.50%

STANDARD PRE-TREATMENT (DEVELOPMENT) #2
RIM: 4542.99
SUMP: 4534.99
15" INV OUT:4538.99 (S)

21.02' OF 15" CLASS III RCP (DEVELOPMENT) @ 10.57%

INSTALL MANHOLE WITH SOLID WALL (NO OPENING)
FOR FUTURE 48" PIPE INSTALLED BY OTHERS

FUTURE 48" CLASS III RCP

72" Ø NEW SD #04
RIM: 4542.21
48" INV IN:4530.37 (E)
48" INV OUT:4530.27 (W)

72" Ø NEW SD #05
RIM: 4543.90
48" INV IN:4531.79 (E)
15" INV IN:4536.46 (N)
48" INV OUT:4531.70 (W)

4558 4556 4554 4552 4550 4548 4546 4544 4542 4540 4538 4536 4534 4532 4530 4528 4526 4524 4522 4520

72" Ø NEW SD #04
STATION: 11+60.77
OFFSET: 0.00 T
RIM: 4542.21
48" INV IN:4530.37 (E)
48" INV OUT:4530.27 (W)

72" Ø NEW SD #05
STATION: 14+27.54
OFFSET: 0.02 RT
RIM: 4543.90
FUTURE 48" INV IN:4531.79 (E) DO NOT BUILD
15" INV IN:4536.46 (N)
48" INV OUT:4531.70 (W)

INSTALL MANHOLE WITH SOLID WALL (NO OPENING)
FOR FUTURE 48" PIPE INSTALLED BY OTHERS

249.23' OF 48" CLASS III RCP @ 0.50%

263.78' OF 48" CLASS III RCP @ 0.50%

FUTURE STORM DRAIN 280.73' OF 48" CLASS III RCP @ .50%

10+50 11+00 11+50 12+00 12+50 13+00 13+50 14+00 14+50 15+00 15+50 16+00

REV	DATE	BY	DESCRIPTION

DESIGN DM
DRAWN DM
CHECKED KP

MARCH 2026
MARCH 2026
MAY 2026

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ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

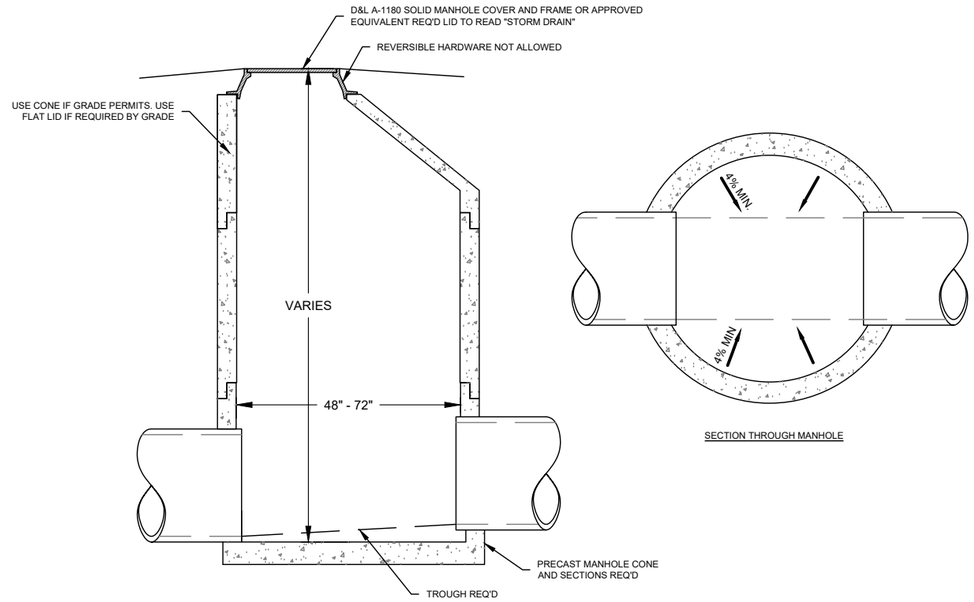
2000 S STORM DRAIN

PROJECT NUMBER: 25-044

2000 S STORM DRAIN PLAN & PROFILE

SD3

2105 ENG PROJECTS\2025\25-044 S 2000 STORM MAIN\PLAN\PLAN\DWG\CIVIL\SD3-2000 S STORM DRAIN WINTER.DWG

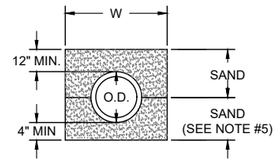


SECTION THROUGH MANHOLE

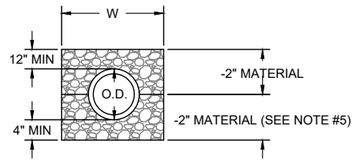
NOTES:

1. PRECAST MANHOLE CONE AND SECTIONS TO MEET AASHTO HS-20 LOADING SPECIFICATION.

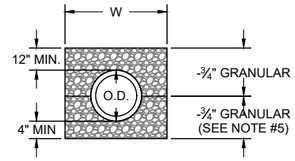
48" - 72" PRECAST STORM DRAIN MANHOLE | A
N.T.S. | -



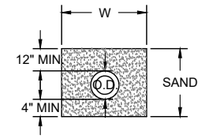
DETAIL #1
DUCTILE IRON, WRAPPED STEEL, PVC, OR HDPE (WATERLINE)



DETAIL #2
CONCRETE (STORM DRAIN)



DETAIL #3
DELICATE PIPE: PVC, PLASTIC, OR HDPE (STORM DRAIN AND SEWER)

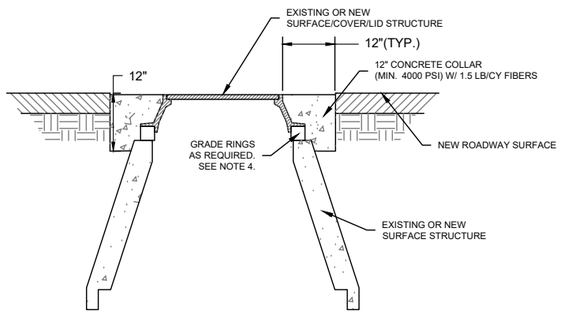


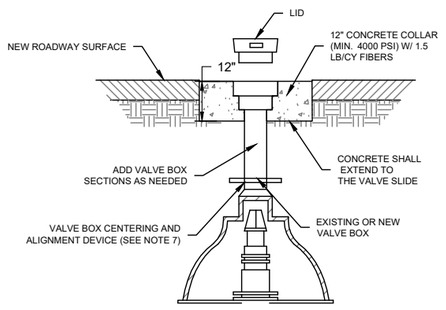
DETAIL #4
STEEL OR PVC LESS THAN 3" DIA.

NOTES:

1. ALL WATERLINE PIPE BEDDING SHALL BE SAND, MIN. 12" ABOVE TOP OF PIPE.
2. SAND IS ACCEPTABLE BEDDING FOR ALL FIBER OPTIC OR COMMUNICATIONS CONDUITS.
3. FOR CONCRETE PIPE "W" SHALL NOT EXCEED 24" GREATER THAN THE DIAMETER OF THE PIPE. "W" MUST ALLOW ENOUGH SPACE FOR COMPACTION EQUIPMENT.
4. SEE TRENCH DETAILS FOR INFORMATION ABOUT BACKFILL.
5. PIPE BEDDING TO BE COMPACTED BY VIBRATING OR CONSOLIDATING TO A MIN. DENSITY OF 90% OF STANDARD PROCTOR MAX DENSITY (AASHTO-99). PIPE BEDDING TO MEET PIPE MANUFACTURER'S INSTALLATION SPECIFICATIONS. THE MORE RESTRICTIVE STANDARD TO BE APPLIED.
6. LIFTS SHALL NOT EXCEED 12" IN THICKNESS.
7. PLASTIC POLYETHYLENE, CORRUGATED STEEL. LARGE DIAMETER WRAPPED STEEL PIPE, VITRIFIED CLAY OR OTHER TYPES NOT LISTED.

PIPE ZONES | B
N.T.S. | -





NOTES:

1. CONCRETE COLLARS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 33 05 14 OF THE SPECIFICATIONS.
2. SURFACE/COVERS/LIDS STRUCTURES SHALL BE BURIED NO MORE THAN 10 CONTINUOUS CALENDAR DAYS.
3. KEEP LID 1/4" LOW WHEN LEVELING HARDWARE DURING COLLAR INSTALLATION.
4. TWO CONCRETE RISERS ARE ALLOWED (MAX. 12" OF CONCRETE) AND MAX. 3" OF METAL GRADE RINGS ALLOWED.
5. REVERSIBLE HARDWARE IS NOT ALLOWED.
6. IF CONCRETE COLLAR DEPTH IS LESS THAN 10" USE ASPHALT COLLARS. ASPHALT COLLARS WILL ONLY BE ALLOWED WITH PRIOR APPROVAL FROM THE PROJECT MANAGER (MIN. 12" WIDE AND 6" THICK).
7. IF WATER VALVE IS INSTALLED AS PART OF NEW CONSTRUCTION INSTALL VALVE BOX ALIGNMENT RING. IF EXCAVATION ON EXISTING VALVE EXTENDS DOWN TO TOP OF BOX IT IS ALSO REQUIRED.

ADJUST STRUCTURES TO GRADE | C
N.T.S. | -

REV	DATE	BY	DESCRIPTION
	MARCH 2026	DM	
	MARCH 2026	DM	
	MAY 2026	KP	

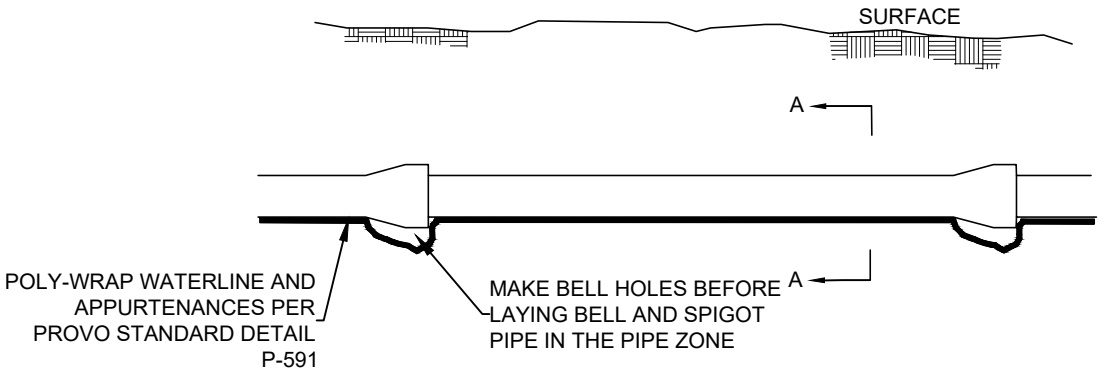
DESIGN DM
DRAWN DM
CHECKED KP

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COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

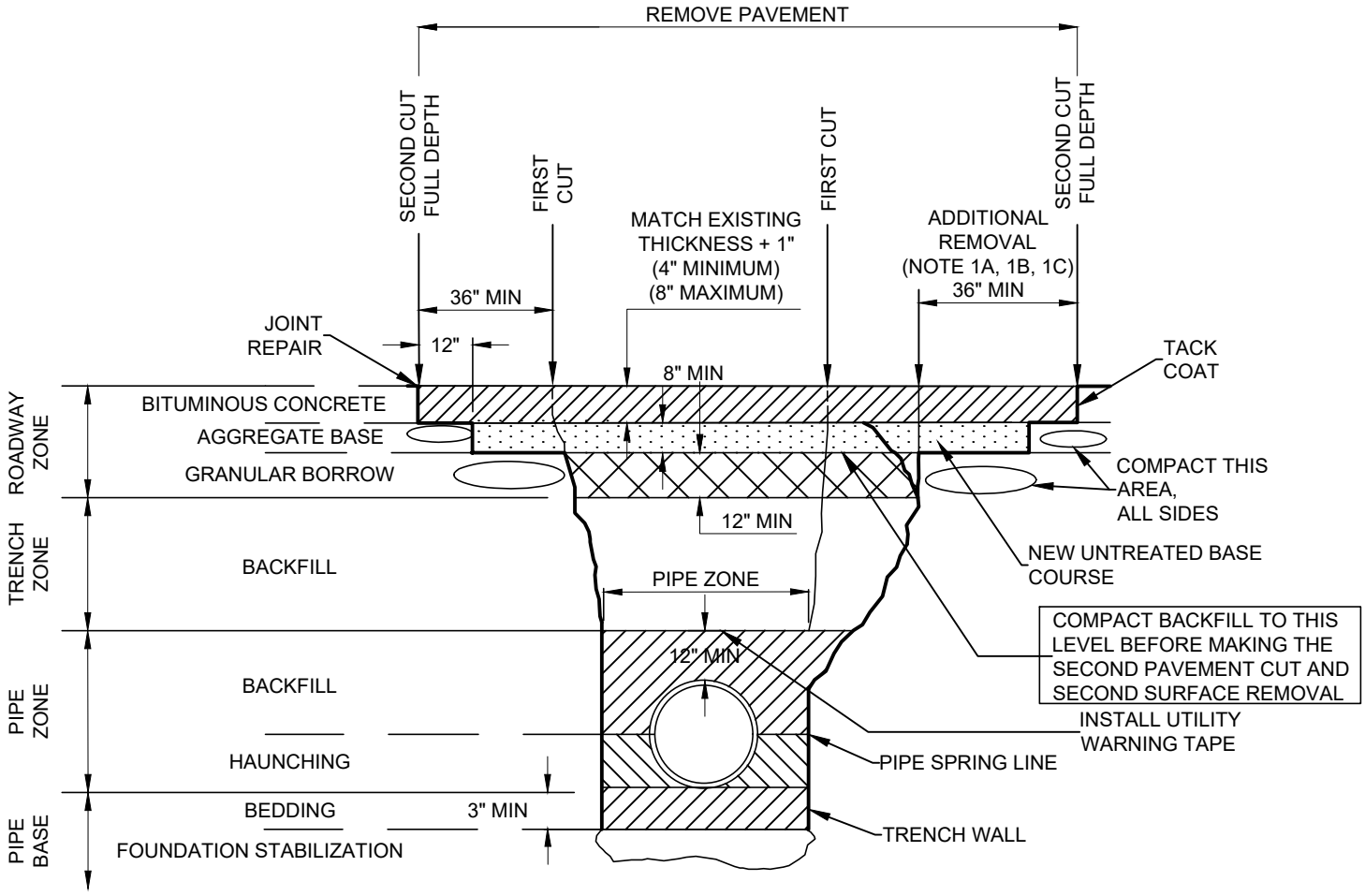
2000 S STORM DRAIN
PROJECT NUMBER: 25-044
2000 S STORM DRAIN PLAN & PROFILE

D1

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ELEVATION VIEW



STORM DRAIN	
LOCATION IN TRENCH	REQUIRED MATERIAL
PIPE BASE	
FOUNDATION STABILIZATION	COMMON FILL
BEDDING	GRAVEL OR UNTREATED BASE COURSE
PIPE ZONE	
HAUNCHING	GRAVEL
BACKFILL	GRAVEL
TRENCH ZONE	
BACKFILL	BORROW OR FLOWABLE FILL*
ROADWAY ZONE	
GRANULAR BORROW	GRANULAR BORROW
AGGREGATE BASE	UNTREATED BASE COURSE
BITUMINOUS CONCRETE	BITUMINOUS CONCRETE

WATER LINE	
LOCATION IN TRENCH	REQUIRED MATERIAL
PIPE BASE	
FOUNDATION STABILIZATION	COMMON FILL
BEDDING	SAND
PIPE ZONE	
HAUNCHING	SAND
BACKFILL	SAND
TRENCH ZONE	
BACKFILL	BORROW OR FLOWABLE FILL*
ROADWAY ZONE	
GRANULAR BORROW	GRANULAR BORROW
AGGREGATE BASE	UNTREATED BASE COURSE
BITUMINOUS CONCRETE	BITUMINOUS CONCRETE

SANITARY SEWER	
LOCATION IN TRENCH	REQUIRED MATERIAL
PIPE BASE	
FOUNDATION STABILIZATION	COMMON FILL
BEDDING	GRAVEL OR UNTREATED BASE COURSE
PIPE ZONE	
HAUNCHING	GRAVEL
BACKFILL	GRAVEL
TRENCH ZONE	
BACKFILL	BORROW OR FLOWABLE FILL*
ROADWAY ZONE	
GRANULAR BORROW	GRANULAR BORROW
AGGREGATE BASE	UNTREATED BASE COURSE
BITUMINOUS CONCRETE	BITUMINOUS CONCRETE

PROVO PUBLIC WORKS

TRENCH BACKFILL AND SURFACE RESTORATION

STANDARD DETAIL
P-255

NOT TO SCALE

REVISED DATE: 11/25/15

1. GENERAL

A. The offset for the second asphalt cut shall be measured from the edge of the final trench wall which may result from undermining of the asphalt or sloughing of the trench wall during the construction process as shown in the detail.

B. If a saw cut in the direction of vehicular travel is within a wheel path, ENGINEER may order additional pavement removal so saw cut falls outside of a wheel path.

C. If the width of existing pavement left in place between trenches and/or curb and gutter, waterways, edge of pavement, etc. is less than 3 feet, CONTRACTOR shall remove the additional existing pavement and restore pavement according to the typical pavement restoration details.

D. Install pipe in the center of the trench or no closer than 6-inches from the wall of the pipe to the wall of the trench.

2. PRODUCT

A. Common Fill: Section 31 05 13M. Maximum particle size 2-inches.

B. Gravel: Section 31 05 13M. Do not use pea gravel or recycled RAP aggregate.

C. Untreated Base Course: Untreated base course, Grade $\frac{3}{4}$, APWA Section 32 11 23.

D. Sand: Section 31 05 13M. Do not use pea gravel or recycled RAP aggregate.

E. Flowable Fill: APWA Section 31 05 15. Target is 60 psi in 28-days and 90 psi maximum in 28 days. Material must flow easily requiring no vibration for consolidation.

F. Borrow: Section 31 05 13M. Maximum particle size 3-inches.

G. Granular Borrow: Section 31 05 13M. Maximum particle size 3-inches.

H. Tack Coat: APWA Section 32 12 13.

I. Bituminous Concrete: AC-10-DM-3/4. Section 32 12 05M.

J. Utility Warning Tape: Install between pipe zone and trench zone. Minimum tape width 3-inches.

3. EXECUTION

A. Excavate the Pipe Zone: Width is measured at the pipe spring line and includes an necessary sheathing. Provide width recommended by pipe manufacturer. Follow manufacturer's recommendations when using trench boxes.

B. Foundation Stabilization: Get ENGINEER's permission before installing common fill. Vibrate to stabilize. Installation of stabilization-separation geotextile will be required to separate backfill material and native subgrade materials if common fill cannot provide a working surface or prevent soils migration.

C. Pipe Base Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipent or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.

D. Flowable Fill: Where Required, place controlled low strength material in the trench, APWA Section 31 05 15. Cure to initial set before placing aggregate base or asphalt pavement. Prevent pipe floatation by installing in lifts and providing pipe restraints as required by pipe manufacturer. Reset pipe to line and grade if pipe "floats" out of position.

E. Trench Backfill: DO NOT USE sewer rock, pea gravel, or recycled RAP aggregate as trench backfill. Water jetting is NOT allowed. Submission of quality control compaction test result data developed for haunching areas may be requested by ENGINEER at any time. Provide results of tests immediately upon request. Native material obtained from excavation may be used as fill upon removal of organic material, rubbish, debris, and other objectionable materials are removed.

F. Task Coat: Clean all horizontal and vertical surface. Apply full coverage.

G. Asphalt Pavement: Match existing thickness plus 1 inch but not more than 6-inches on local streets or 8-inches on collector and arterial streets (as identified by Provo City). Install in lifts no greater than 3-inches after compaction. Compact to 94 percent of ASTM D 2041 (rice density) plus or minus 2 percent. If asphalt pavement is substituted for concrete substrate, omit rebar and provide 1.25-inches of pavement for each 1-inch of concrete substrate substituted.

H. Concrete Substrate: Cure to initial set before placing new asphalt concrete patch.

I. Reinforcement: Required if thickness of existing Portland-cement concrete substrate is 6-inches or greater. Not required if (1) less than 6-inches thick, (2) if existing concrete is deteriorating, (3) if excavation is less than 3 feet square, of (4) if asphalt pavement is substituted for Portland-cement concrete substrate.

J. Surface Restoration:

J.A. Landscaped Surface: Rake to match existing grade. Replace vegetation to match pre-construction conditions. Follow APWA Section 32 92 00 (turf or grass).

J.B. Paved Surface: Do not install asphalt of concrete surfacing until trench compaction is acceptable to ENGINEER. Follow APWA Section 33 05 25 (asphalt surfacing).

K. Joint Repair: If a Crack Occurs at a connection to the existing pavement or at any street fixture, flush and seal the crack per APWA Plan 265.

L. Patch Repair: Repair patch if any of the following conditions within the patch occur.

L.A. Pavement surface distortion exceeds $\frac{1}{4}$-inch deviation in 10-feet. Repair option: Plane off surface distortions. Coat planed surfaces with a cationic or anionic emulsion that complies with APWA Section 32 12 03.

L.B. Cracks at least 1-foot long and 1/4-inch wide occur more often than 1 in 10 square feet. Repair option: Crack seal, APWA Section 32 01 17.

L.C. Asphalt raveling is greater than 1 square foot per 100 square feet. Repair Option: Mill and inlay.

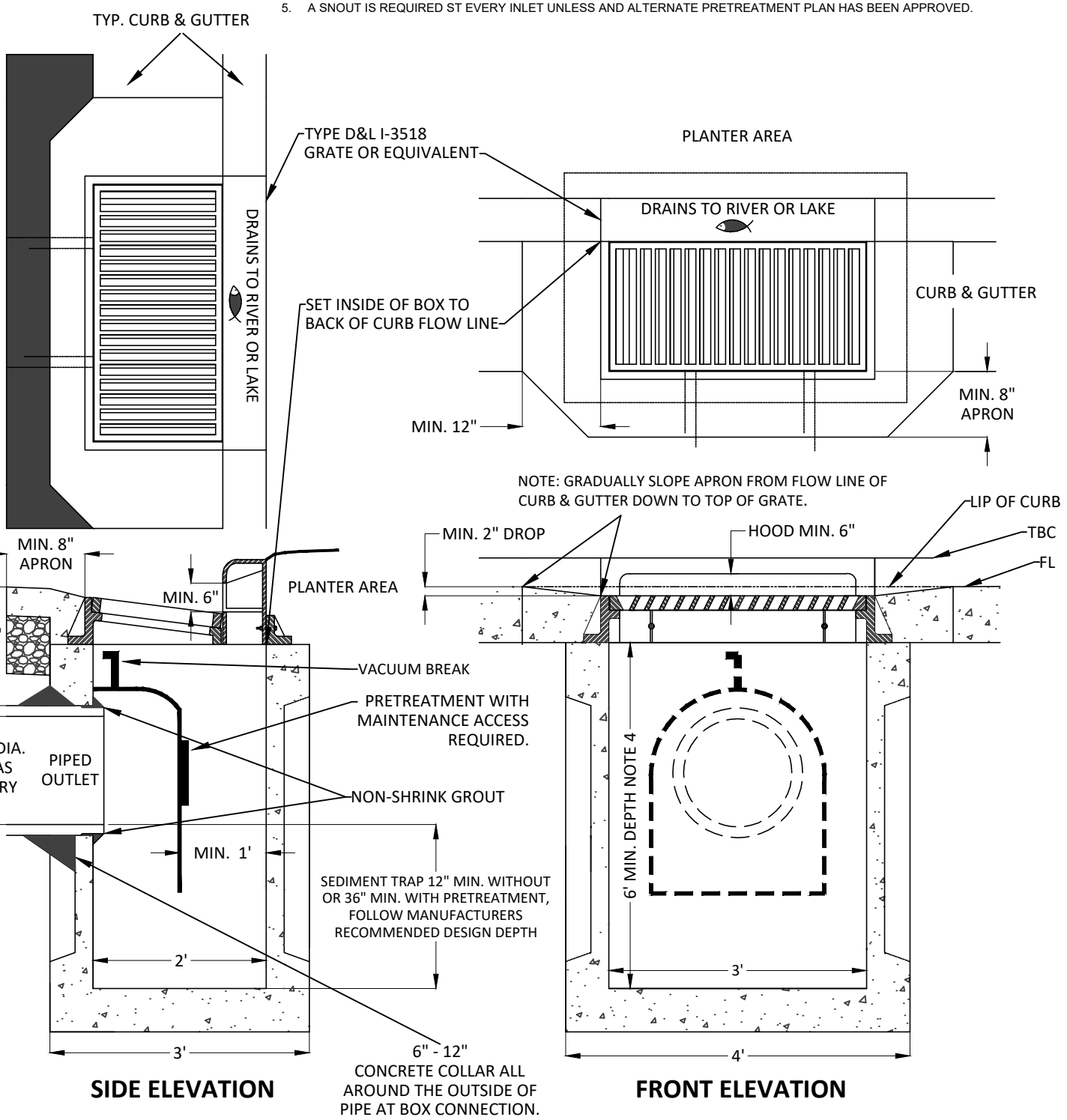
provo PUBLIC WORKS

TRENCH BACKFILL AND SURFACE RESTORATION

STANDARD DETAIL
P-255
NOT TO SCALE
REVISED DATE: 11/25/15

NOTE:

1. FOR GRATE & FRAME DETAILS SEE D.&L. SUPPLY CATALOG #I-3518 OR EQUIVALENT.
2. REQUIRED STAMPED HOOD, "DRAINS TO RIVER OR LAKE" WITH FISH LOGO.
3. ALL BOXES AND FRAMES MUST SUPPORT A HS-20 LOADING.
4. REFER TO THE APPROVED PROJECT PLANS FOR PIPE SIZE, LOCATION, SEDIMENT DEPTH, PRETREATMENT AND OTHER STRUCTURE DESIGN REQUIREMENTS.
   - 4.1. 15" DIA. PIPE LATERAL MIN. BOX INSIDE DEPTH IS 6 FEET AND FOLLOWS PRETREATMENT MANUFACTURERS RECOMMENDATIONS.
   - 4.2. 18" DIA. PIPE AS NECESSARY. BOX INSIDE DEPTH IS 7 FEET AND FOLLOWS PRETREATMENT MANUFACTURERS RECOMMENDATIONS.
   - 4.3. *24" DIA. SPECIAL APPROVAL IS REQUIRED IN ADDITION TO INLET STRUCTURE DESIGN. THE MIN. DEPTH FROM OUT LET PIPE FLOW LINE TO FLOOR OF INLET BOX IS 6.0 FEET
5. A SNOUT IS REQUIRED ST EVERY INLET UNLESS AND ALTERNATE PRETREATMENT PLAN HAS BEEN APPROVED.



SHEET 1 OF 1

PUBLIC WORKS

PRE-CAST CURB FACE AND INLET BOX

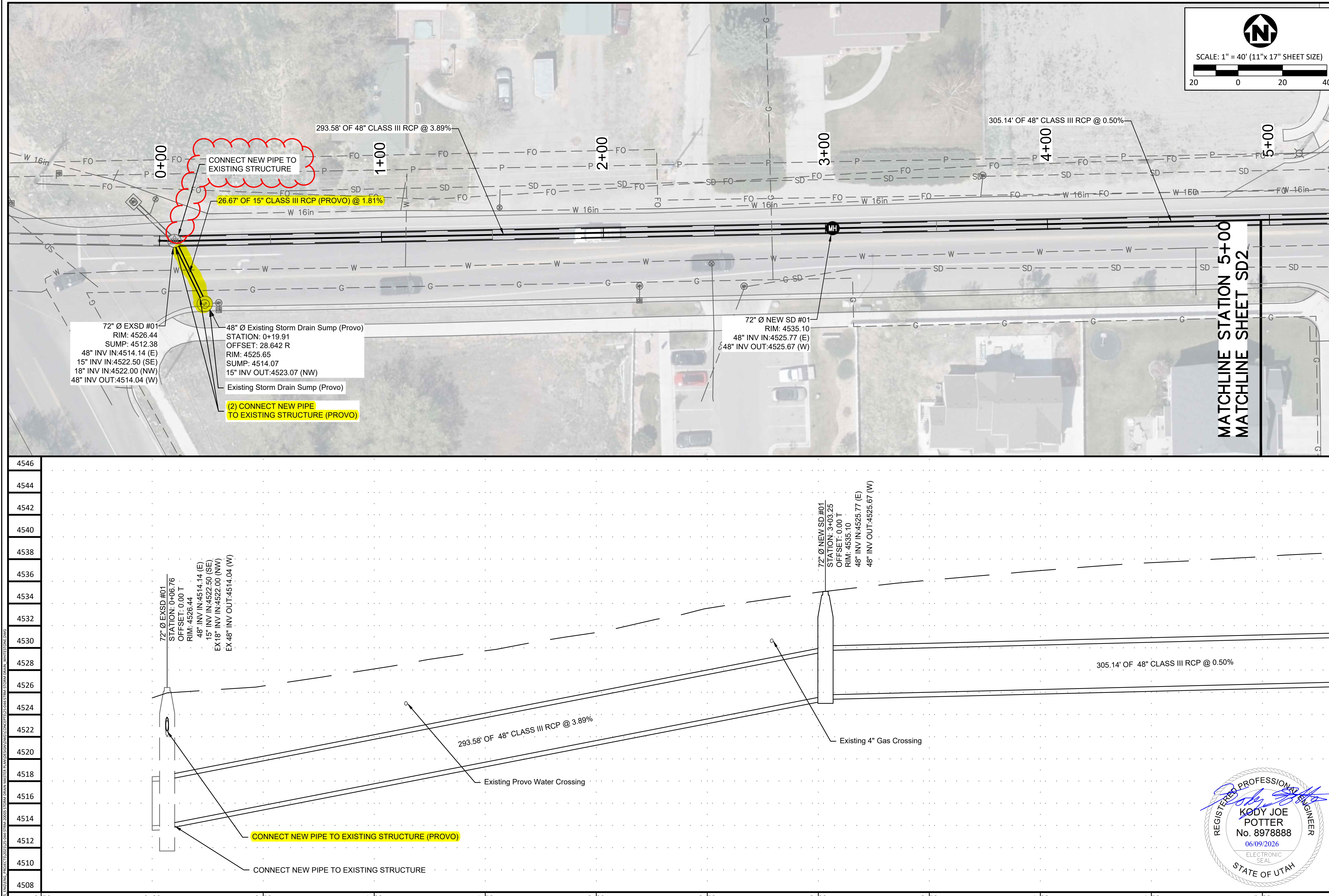
STANDARD DETAIL

P-315a

NOT TO SCALE

REVISED DATE: 09/26/19

EXHIBIT C
DEPICTION OF LATERAL PIPE CONECTING PROVO STORM DRAIN SUMP



REV	DATE	BY	DESCRIPTION
DESIGN	DM		MARCH 2026
DRAWN	DM		MARCH 2026
CHECKED	KP		MAY 2026

OREM

CITY OF OREM
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057

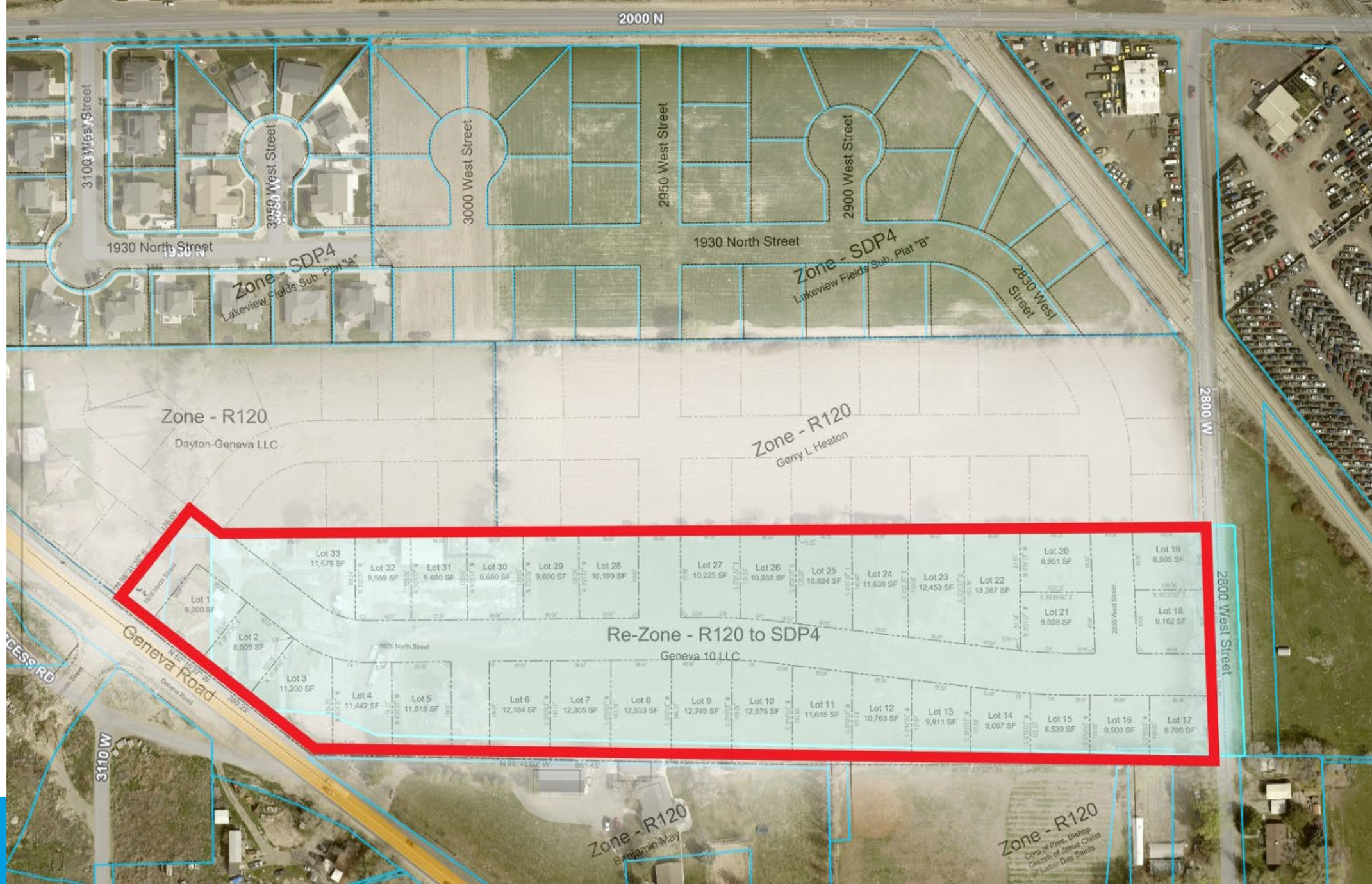
2000 S STORM DRAIN
PROJECT NUMBER: 25-044
2000 S STORM DRAIN PLAN & PROFILE

SD1

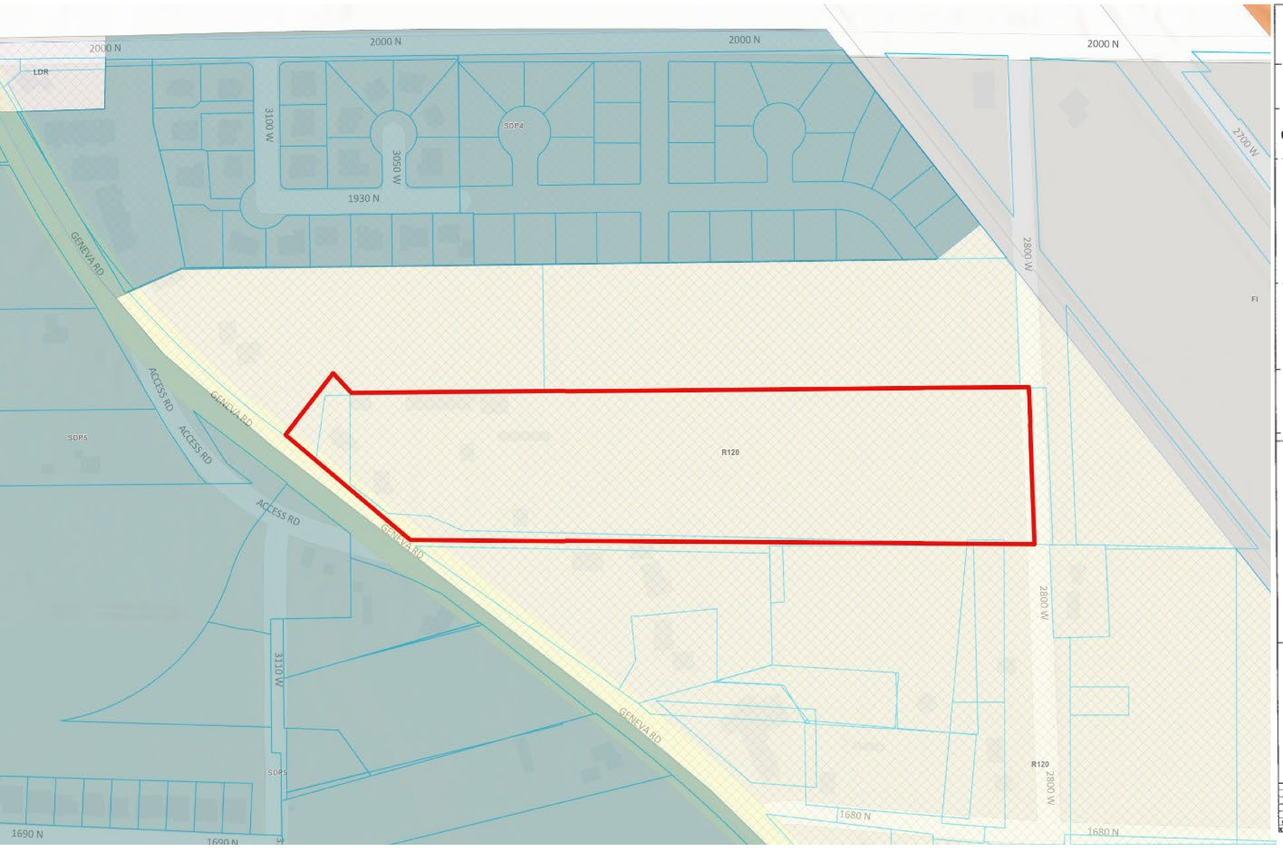
1804 N. Geneva Rd.



Proposed Subdivision Layout



Existing Zoning Map



General Plan Map - Appendix N



PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter:	DWRIGHT
Presenter:	Dustin Wright, City Planner
Department:	Development Services
Meeting Date:	8/11/2026
Requested Duration (Minutes):	5 minutes
CityView or Issue File Number:	PLRZ20260092

SUBJECT: 12 An ordinance amending the zone map classification of real property, generally located at 1804 North Geneva Road, from the one-family residential zone to the specific development plan - Lakeview Fields zone. Lakeview North. (PLRZ20260092)

ADMINISTRATIVE RECOMMENDATION: Planning Commission Recommended Approval with a condition to add pedestrian access to the property to the south.

ADMINISTRATIVE MEMO: The property is currently zoned for single-family, but the R1.20 zone requires a minimum 20,000 square foot lot size. The applicant would like to develop smaller single-family lots on this large plot of land, and this is why he is looking to have the property rezoned.
The proposed SDP4 (Lakeview Fields) zone was created for this area and is included in the General Plan Appendix N / C-5.

FISCAL IMPACT: N/A

COUNCIL STAFF MEMO:

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 1804 NORTH GENEVA ROAD, FROM THE ONE-FAMILY RESIDENTIAL (R1.20) ZONE TO THE SPECIFIC DEVELOPMENT PLAN (SDP4) ZONE. LAKEVIEW NORTH NEIGHBORHOOD. (PLRZ20260092)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 10.81 acres of real property, generally located at 1804 N. Geneva Road (an approximation of which is shown in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from the One-family Residential (R1.20) Zone to the Specific Development Plan – Lakeview Fields (SDP4) Zone;

On June 24, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval with conditions** of the proposal to the Municipal Council by a 7:0 vote;

The Planning Commission's recommendation was based on the project design presented to the Commission;

On August 11, 2026, the Municipal Council met to determine the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the Planning Commission's recommendation and the facts presented to the Municipal Council, and having considered the impact of the proposed ordinance on family health, stability, and formation, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

The classification on the Provo Zoning Map is amended from the One-family Residential (R1.20) Zone to the Specific Development Plan – Lakeview Fields (SDP4) Zone for the real property described in this ordinance.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

Exhibit A

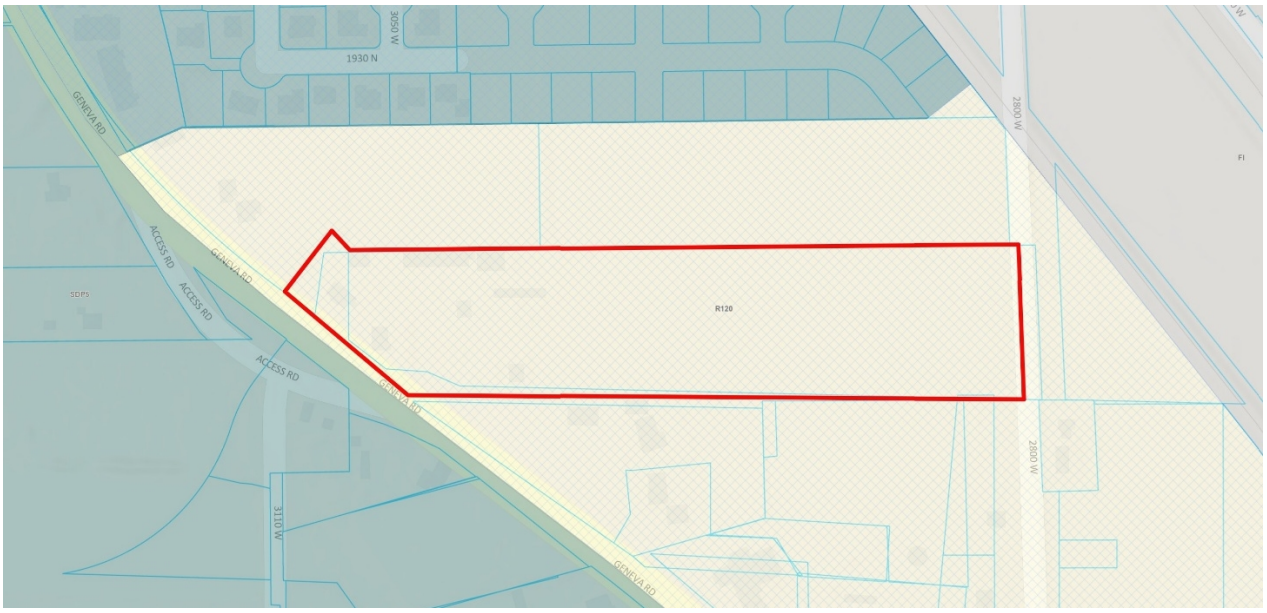

1930 N
3050 W
GENEVA RD
ACCESS RD
ACCESS RD
ACCESS RD
GENEVA RD
GENEVA RD
GENEVA RD
R120
2800 W
3100 W

Exhibit B

Legal Description:
Commencing at a point located South 00°36’37” East along the Section line 873.34 feet and East 72.93 feet from the Northwest corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 08°54’00” East 125.95 feet; thence North 89°26’23” East 915.35 feet; thence North 89°38’23” East 581.70 feet; thence South 02°08’37” East 337.32 feet; thence North 89°49’57” West 609.85 feet; North 88°48’50” West 681.48 feet; North 52°15’37” West 300.86 feet, to the point of beginning.

AREA=471,092 sq. ft. or 10.81 acres

Provo City Planning Commission

Report of Action

June 24, 2026

***ITEM 1** R. Jay Henrie requests approval of a Zone Map Amendment from the R1.20 (One-Family Residential) Zone to the SDP4 (Lakeview Fields) Zone in order to create a 33-lot single-family subdivision, located at 1804 N Geneva Road. Lakeview North Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20260092

The following action was taken by the Planning Commission on the above described item at its regular meeting of June 24, 2026:

RECOMMENDED APPROVAL WITH CONDITIONS

On a vote of 7:0, the Planning Commission recommended that the Municipal Council approve the above noted application with the following conditions:

Conditions of Approval:

1. That a pedestrian access to the property to the south for future access to the church property near lot 11 is added to the site layout.

Motion By: Lisa Jensen
Second By: Melissa Kendall
Votes in Favor of Motion: Lisa Jensen, Melissa Kendall, Anne Allen, Jon Lyons, Jonathon Hill, Joel Temple, Matt Wheelwright
Matt Wheelwright was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the SDP4 (Lakeview Fields) Zone is described in the attached Exhibit A.

APPROVED/RECOMMENDED OCCUPANCY

- 33-35 Total Units
- Type of occupancy approved: Family

DEVELOPMENT AGREEMENT

- Does not apply at this stage of review or approval.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 05/06/2026.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Neighbors or other interested parties did not address the Planning Commission.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- They have owned the property for about 6 years and did come in the past asking for townhomes, and that was not approved by the city. They have gone back to this layout that is part of the General Plan.
- The property to the northwest will be coming before the city in the coming weeks.
- The property to the southwest will remain as is and don't want to have the stub road provided to them.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The reason for the SDP4 request instead of the R1.8 zone is because of the General Plan designation and the existing zoning to the north and the anticipated intervening zone being SDP4.
- The city has seen a lot of townhome applications in recent years and recognized the need for affordable housing. There is also a need for single-family lots of this size, as we have not seen as much of this development type.
- The stub road may help reduce future trips on Geneva. It would help pedestrian walkability to have a stub or pedestrian access to the south. Public Works will look into the option to have a potential access for future use.

Planning Commission Chair

Director of Development Services

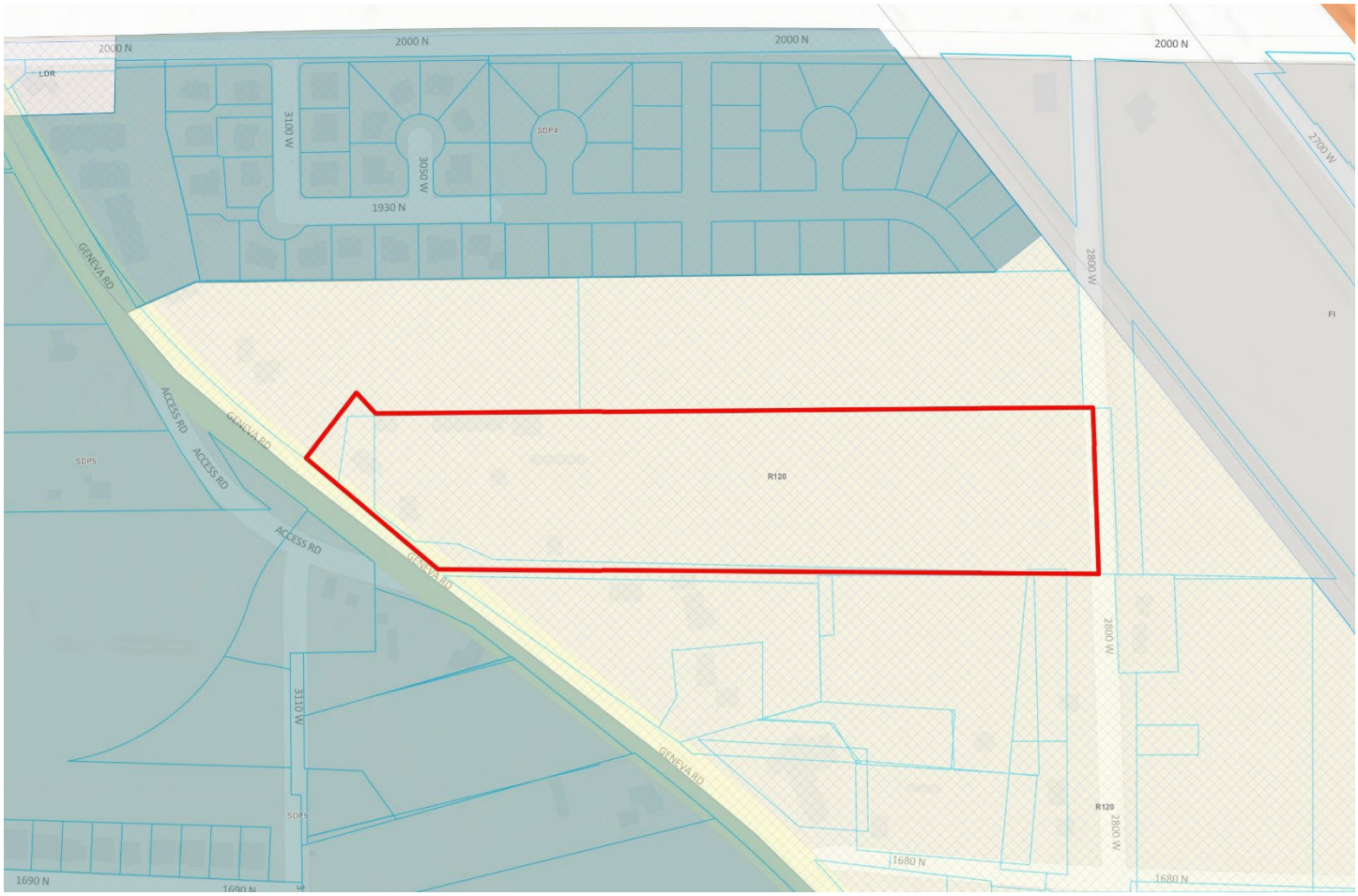
See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A



Legal Description:
Commencing at a point located South 00°36’37” East along the Section line 873.34 feet and East 72.93 feet from the Northwest corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 08°54’00” East 125.95 feet; thence North 89°26’23” East 915.35 feet; thence North 89°38’23” East 581.70 feet; thence South 02°08’37” East 337.32 feet; thence North 89°49’57” West 609.85 feet; North 88°48’50” West 681.48 feet; North 52°15’37” West 300.86 feet, to the point of beginning.

AREA=471,092 sq. ft. or 10.81 acres

DEVELOPMENT SERVICES

Planning Commission Hearing Staff Report
Hearing Date: June 24, 2026

***ITEM 1** R. Jay Henrie requests approval of a Zone Map Amendment from the R1.20 (One-Family Residential) Zone to the SDP4 (Lakeview Fields) Zone in order to create a 33-lot single-family subdivision, located at 1804 N Geneva Road. Lakeview North Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20260092

APPLICANT:	R. Jay Henrie
PROPERTY OWNER:	GENEVA 10 LLC,
PARCEL ID:	19:046:0018, 19:046:0046
ACREAGE:	10.81
CURRENT LEGAL USE:	Single-family Residential
GENERAL PLAN DESIGNATION:	Map: Mixed-use General Plan Appendix N / C-5: SDP Residential
CURRENT ZONE:	R1.20 - Single-family Residential
PROPOSED ZONE:	SDP4 - Lakeview Fields
APPLICATION TYPE:	Legislative Decision – Planning Commission will make a recommendation to the City Council.

NEIGHBORHOOD FEEDBACK

The West District meeting was held on May 6, 2026, and this item was presented.

Residents had concerns about twin homes in this area, and it was confirmed that there would only be 2,500-3,000 square foot single-family homes. These homes would be without basements due to the high-water table.

PROJECT SUMMARY

The applicant has submitted this zone map amendment request along with a preliminary plat application showing how the property would be subdivided into single-family, residential lots if the rezone is approved. The property is currently zoned for single-family, but the R1.20 zone requires a minimum 20,000 square foot lot size. The applicant would like to develop smaller single-family lots on this large plot of land, and this is why he is looking to have the property rezoned.

The proposed SDP4 (Lakeview Fields) zone was created for this area and is included in the General Plan Appendix N / C-5. While the General Plan Map designates this area as mixed-use broadly, the appendix provides more detailed information for the development of this specific area. This area is identified, in the appendix, as a location that should be developed as a Specific Development Plan. The Specific Development Plan 4 (SDP4) ordinance was created as a result. The SDP4 zone has been applied to property along 2000 N. There is a parcel, just north of this site, that has also recently applied for rezone to SDP4 too.

The preliminary plat originally showed 35 proposed lots and was reduced to 33 lots to comply with minimum lot size standards of 8,500 square feet in the proposed zone. There is a proposed stub street that would provide future access to the street network for the adjacent property to the south. The property owner to the south has indicated that this stub street, that would potentially benefit him in the future if he desired to subdivide his property, was not desired; so, this stub may be removed with the final plat submittal.

Staff have reviewed the preliminary plat and found that it would be able to comply with minimum lot standards and requirements with the proposed zone if approved.

Single-family subdivisions are an administrative approval by staff, therefore, there is no concept plan or subdivision approval before the Planning Commission.

STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

Applicant Response:
We are requesting a zone change to allow development of an attractive and affordable single-family home community within the neighborhood.
Staff Response:
The proposed rezone would allow for the property to develop into a single-family residential subdivision and is consistent with zoning anticipated in the General Plan.
FINDING: Complies

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response:
Our proposed rezone and concept plan is consistent with the lot size, layout, and design of the “Lake View Fields Specific Development Plan”, Appendix C-5 of the Provo City General Plan.
Staff Response:
This zone map amendment would allow for a change that is specifically called for in the General Plan.
FINDING: Complies

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response:
Our proposed rezone and concept plan is consistent with the lot size, layout, and design of the “Lake View Fields Specific Development Plan”, Appendix C-5 of the Provo City General Plan.
Staff Response:
Appendix N / C-5 in the General Plan shows that a resolution was adopted to amend the

land use policies to allow for this site to be developed as a single-family subdivision with the SDP4 zone.
FINDING: Complies

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated;

Applicant Response:
N/A
Staff Response:
No timing and sequence issues.
FINDING: Complies

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies;

Applicant Response:
N/A
Staff Response:
What is being proposed aligns with the General Plan and therefore, would not hinder attaining its policies.
FINDING: Complies.

(f) Adverse impacts on adjacent landowners; and

Applicant Response:
N/A
Staff Response:
The applicant has been working with adjacent property owners to develop the site and has received permission from property owners to the north to use a portion of their land to create an entrance into the new subdivision as this will benefit both. He has offered to provide access to adjacent properties so they will be able to develop in the future.
FINDING: Complies

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response:
N/A
Staff Response:
The property is zoned correctly, and the General Plan has a specific outline for this property.
FINDING: Complies

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Applicant Response:
N/A
Staff Response:
The General Plan map designates this area as mixed-use generally and the appendix further defines this specific area as being single-family residential.
FINDING: Complies

APPLICABLE ZONING CODES

Provo City Code 14.49D - SDP-4 - LAKEVIEW FIELDS SPECIFIC DEVELOPMENT PLAN
https://provo.municipal.codes/Code/14.49D

POSSIBLE MOTIONS AND FINDINGS

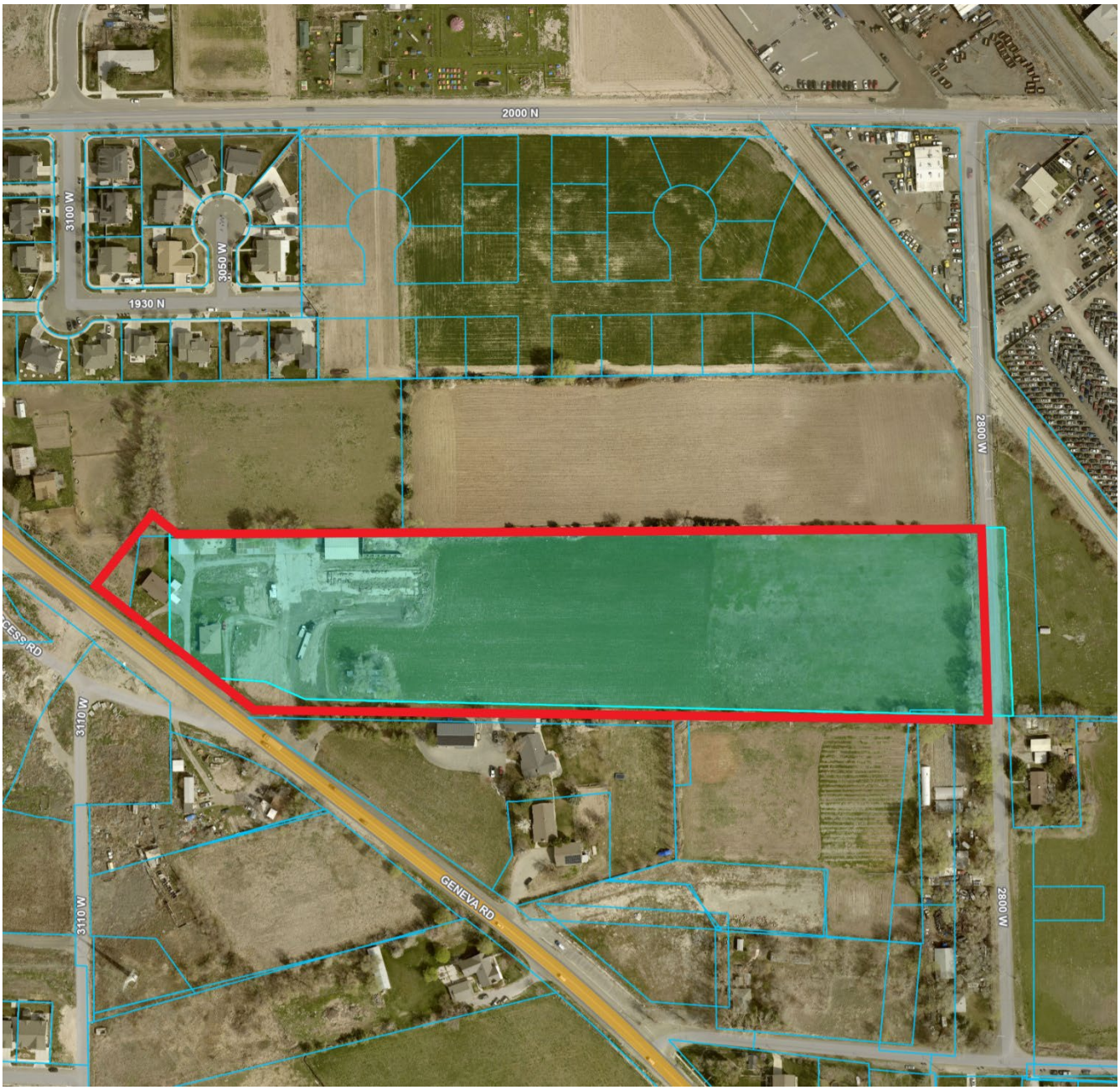
The Planning Commission may make any of the following findings:

1. **Recommend Approval**: Finding that the proposal is consistent with the General Plan. Move to recommend approval of the proposed zone map amendment from the R1.20 zone to the SDP4 zone to the Municipal Council.
2. **Recommend Denial**: Finding that the proposal is not consistent with the General Plan. Move to recommend denial of the proposed zone map amendment from the R1.20 zone to the SDP4 zone to the Municipal Council.
3. **Continue**: New information presented at the public hearing or additional study needs to be done. Move to continue the proposed zone map amendment from the R1.20 zone to the SDP4 zone.

ATTACHMENTS

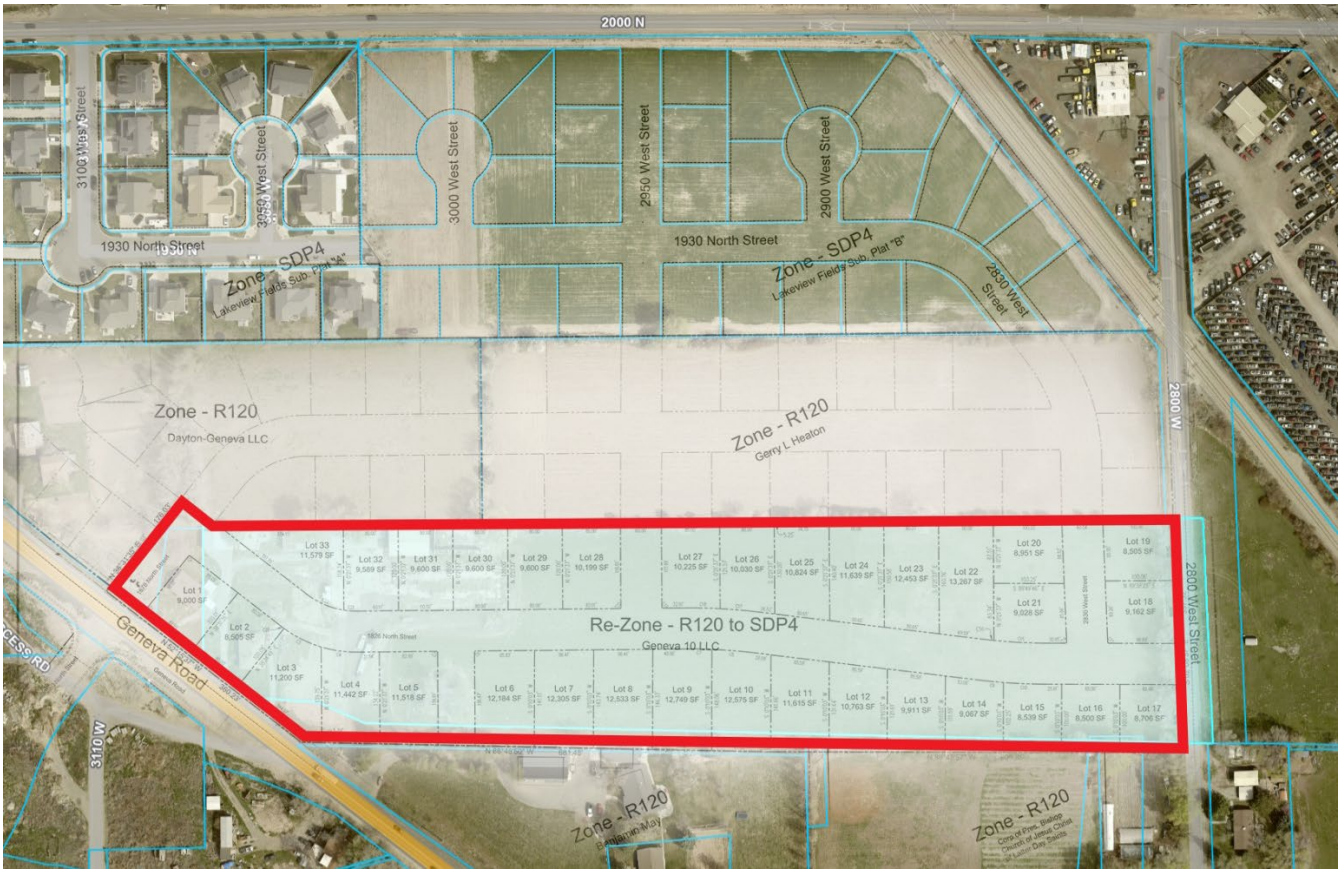
1. Location of Proposed Zone Map Amendment – 1804 N. Geneva Rd.
2. Preliminary Plat
3. Existing Zoning Map
4. General Plan, Appendix N, Map
5. Neighborhood/District Meeting Minutes

ATTACHMENT 1 - LOCATION OF PROPOSED ZONE MAP AMENDMENT – 1804 N. GENEVA RD.

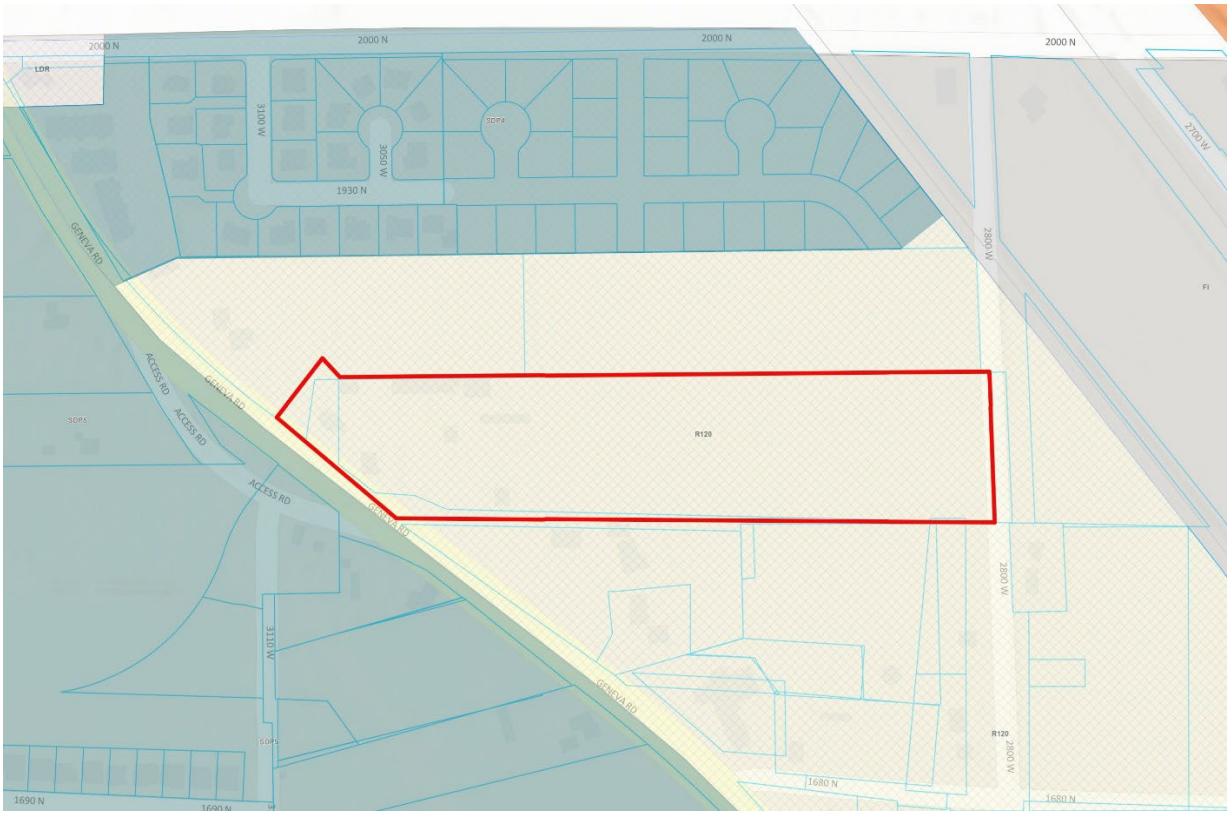


ATTACHMENT 2 – PRELIMINARY PLAT

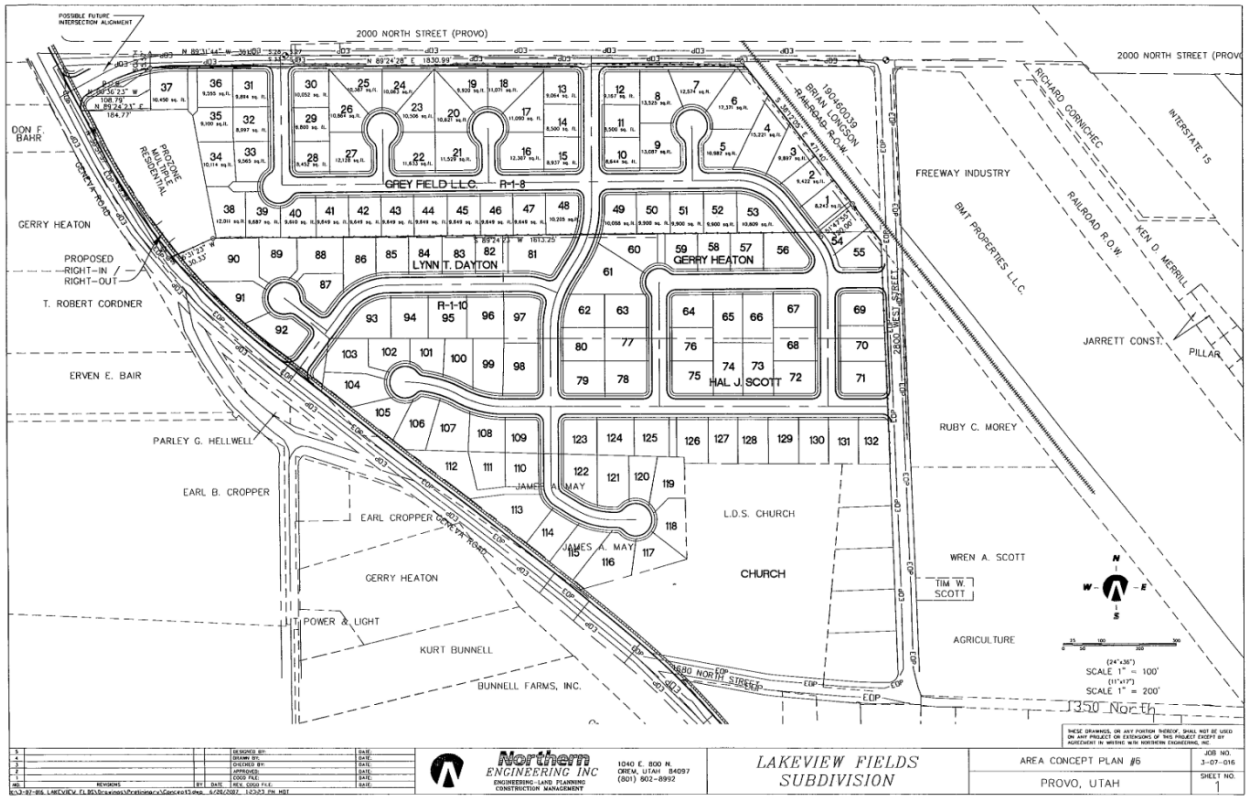




ATTACHMENT 3 - EXISTING ZONING MAP



ATTACHMENT 4 - GENERAL PLAN, APPENDIX N, MAP



ATTACHMENT 5 - NEIGHBORHOOD/DISTRICT MEETING MINUTES

Presentation on a Proposed Zone Change from R1.20 (One-Family Residential) to SDP4 (Lakeview Fields) to Create a 35-Lot Single-Family Subdivision at 1804 North Geneva Road in the Lakeview North Neighborhood

Developer R. Jay Henrie presented a proposal to rezone an approximately 11-acre parcel at 1804 North Geneva Road from R1.20 to SDP4 (Lakeview Fields) to develop a single-family subdivision. Henrie noted that the property is co-owned with an adjacent parcel owner and that he has resided in the general area for approximately 40 years.

Henrie explained that the Provo City General Plan from 2007 has long identified this area for single-family residential development, consistent with the SDP4 zone that governs neighboring subdivisions already under development. He noted that approximately three and a half years ago, a prior proposal for twin-home development with a neighborhood park and pickleball amenities was submitted to the Planning Commission and City Council but was not approved. Since that time, Henrie stated that the project was delayed pending utility infrastructure improvements, which have since been completed with assistance from nearby development activity.

The current proposal, submitted to the city in late February, calls for 32 single-family lots, reduced from an initial proposal of 35 lots in response to city feedback requiring increased lot sizes. Henrie described the lots as generous in dimension, with most approximately 84 to 85 feet wide and varying in depth. He indicated that the proposed lots are comparable in size to those in adjacent phases of nearby development, and in some cases slightly larger.

Henrie noted that the site plan has been designed to accommodate potential future access for neighboring properties that may eventually subdivide, including stub roads to adjacent parcels. He stated that a geotech study is nearing completion and that resubmission to the city is anticipated within the following week. Henrie expressed hope that the project could advance to the Planning Commission and City Council within the following one to two months.

Resident concerns:

- Twin homes or single-family homes? Henrie confirmed that the proposed homes are intended to be single-family detached residences—not twin homes as in the prior proposal.
- Size and price of homes? Henrie indicated that his son, a general contractor, intends to build the homes, with plans targeting approximately 2,500 to 3,000 square feet in size and an estimated price range around $700,000. He noted that basements are unlikely due to high water table conditions.
- Will there be an HOA? Henrie stated that one would only be formed if a detention basin requiring shared maintenance were required. He noted that an HOA is not otherwise planned.
- What is the SDP4 Zone? Planning staff was not at the meeting, but a West District Board Member stated that the SDP4 is a special zone established specifically for the Lakeview Fields area, running roughly from 1600 North to 2000 North, and that

it includes a minimum lot size requirement of approximately 8,500 square feet.

Later answer from city planner: Provo City Code 14.49D creates the SDP-4 Lakeview Fields Specific Development Plan Overlay Zone for the area east of Geneva Road between 1680 North and 2000 North. It allows a mostly residential development with single-family detached homes as the main housing type, plus a limited amount of multi-family housing near 2000 North and Geneva Road. The code sets detailed rules for lot size, width, setbacks, building height, parking, landscaping, fencing, architectural design, detention basin maintenance, and homeowner/property owner association responsibilities. It also limits the multi-family portion to 44 units, requires larger single-family homes with two-car garages, and restricts occupancy to family occupancy, with multi-family units limited to no more than three unrelated individuals.

City staff noted that the project is in the review phase and that the proposal presented may differ from what is ultimately submitted to the Planning Commission and City Council. Attendees were informed that public hearings will be scheduled and noticed via postcard to nearby property owners, a white sign posted at the property, and the West District webpage. Neighborhood Representatives were noted as expected to present at the Planning Commission hearing as well.

313 E 200 N



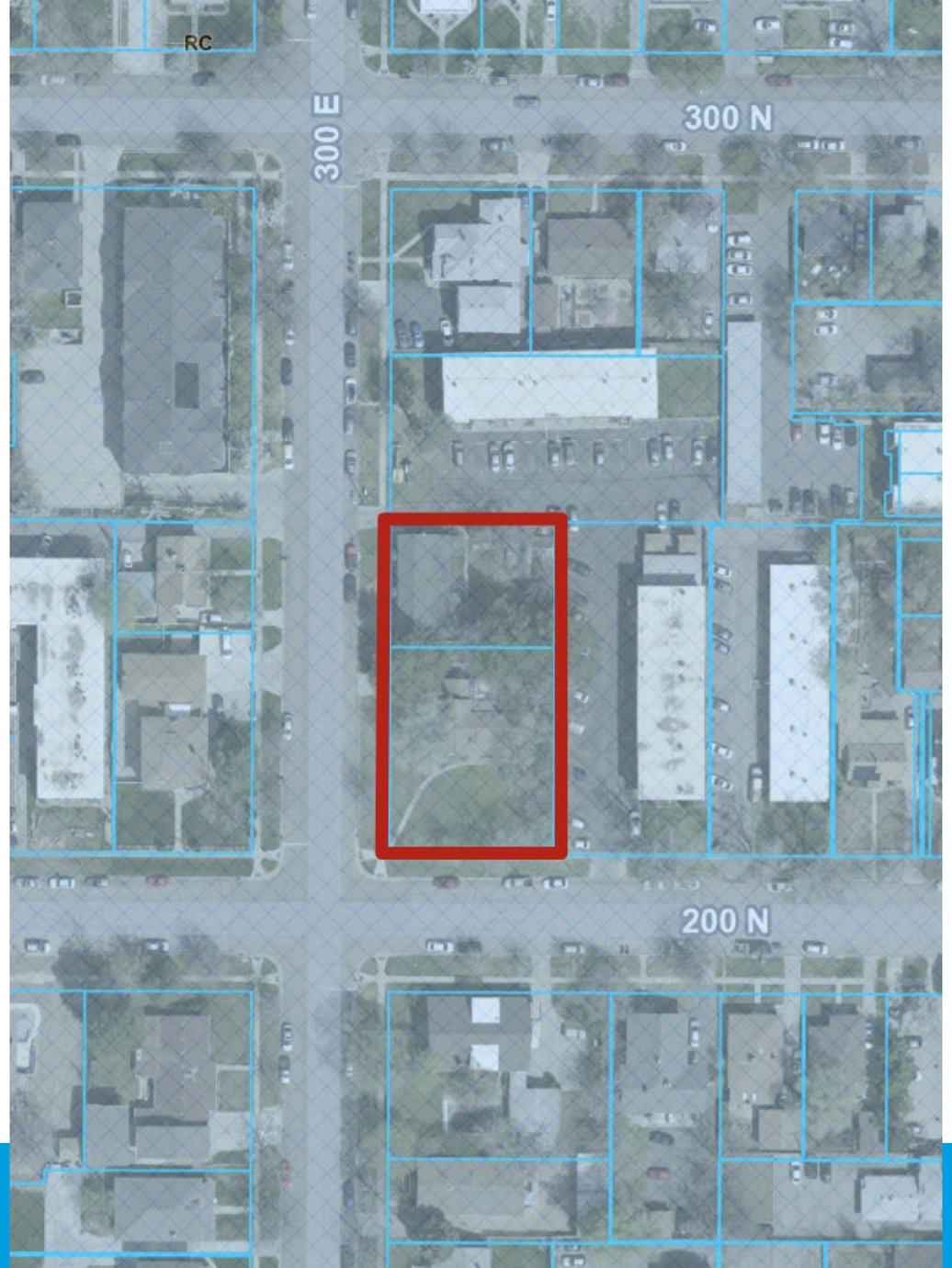
Zoning

Existing:
Residential Conservation (RC) Zone

- Does not allow new units or lots

Requesting:
High Density Residential (HDR) Zone

- Allows 50 units/acre
- Proposing 27 units/acre



Joaquin
Neighborhood Plan

provo

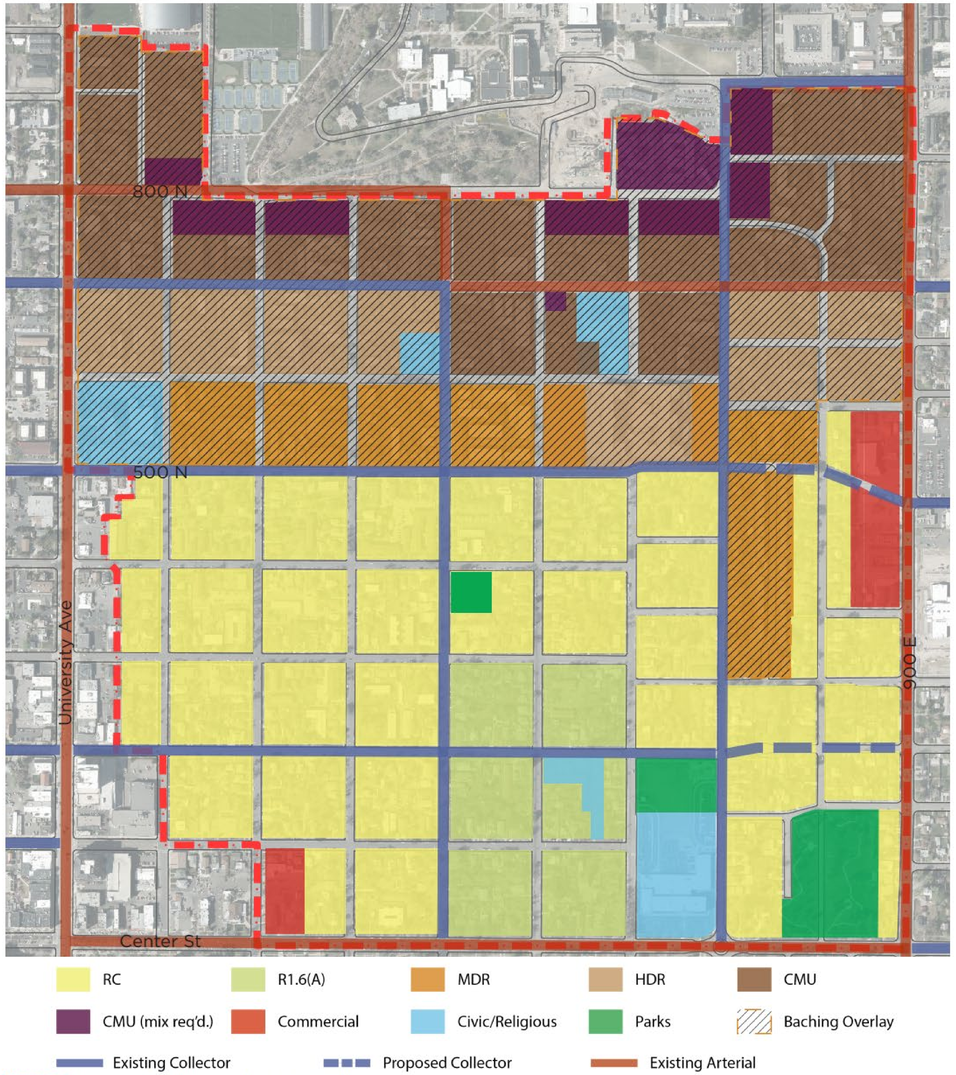
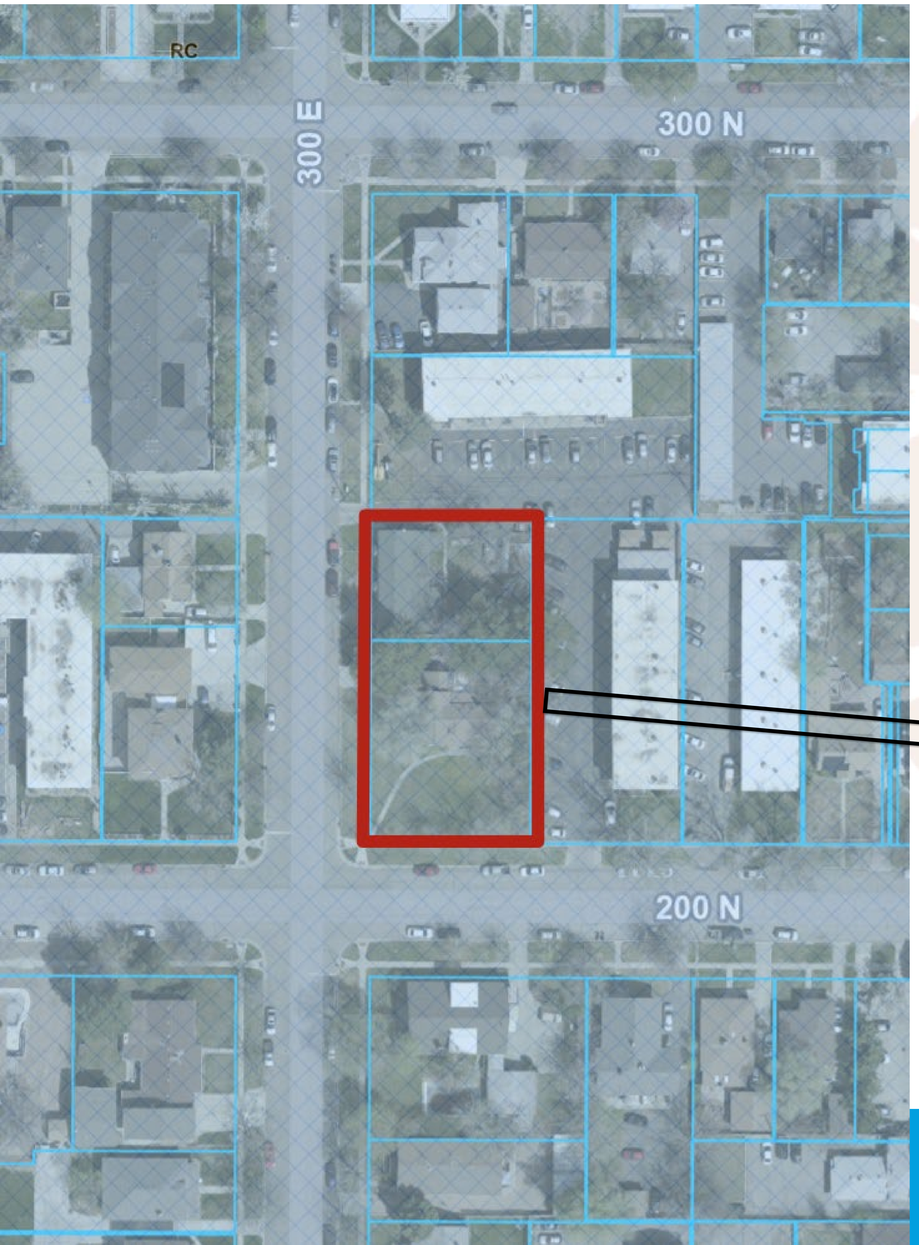


Figure 3.3 - Joaquin Neighborhood Future Land Use

Zoning



Future Land Use Map

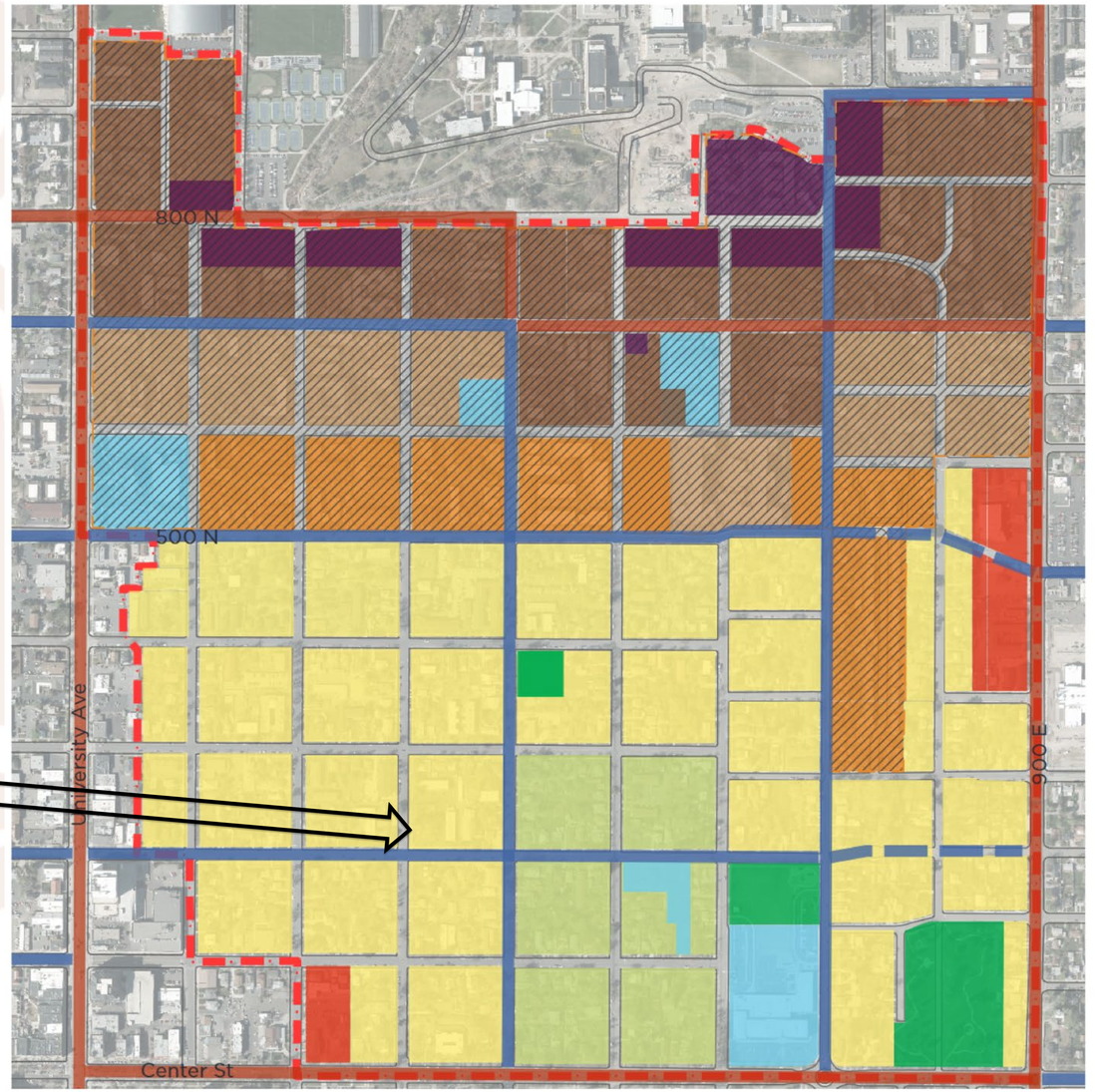
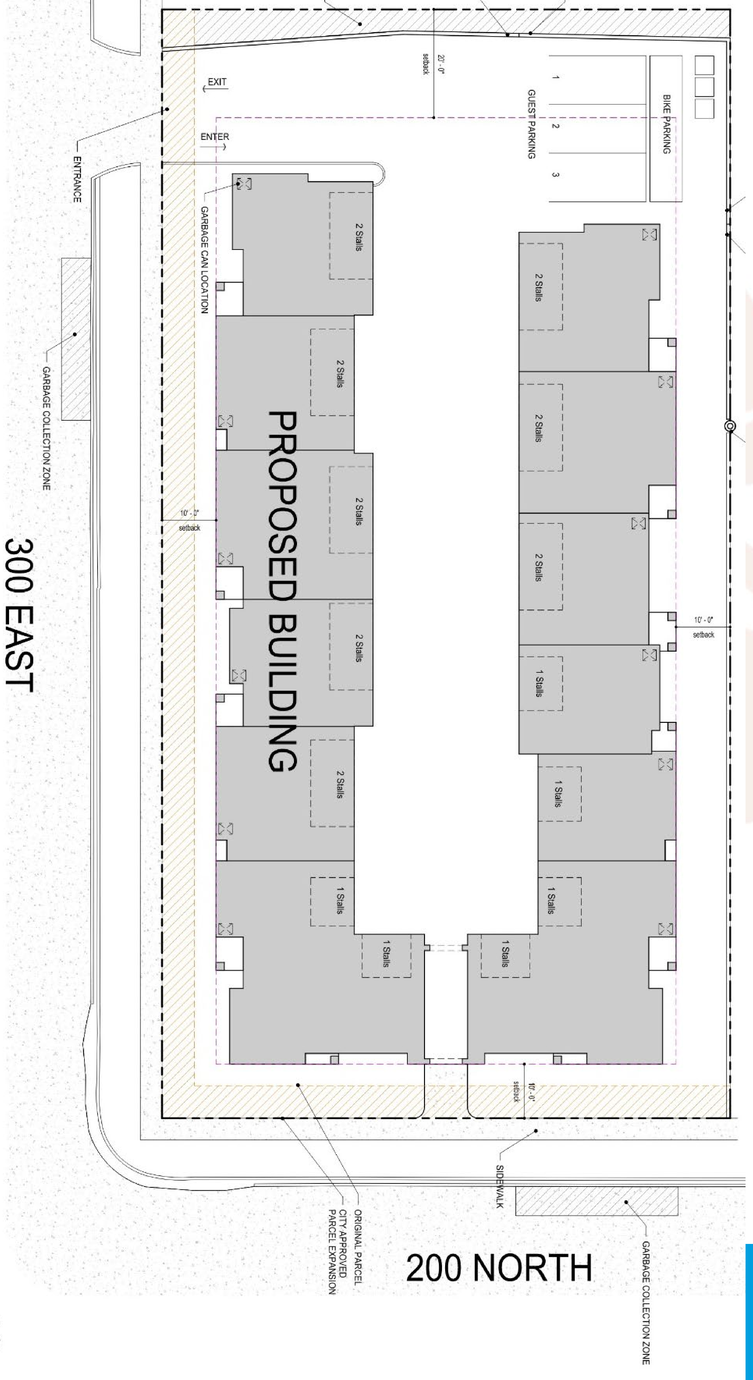


Figure 3.3 - Joaquin Neighborhood Future Land Use

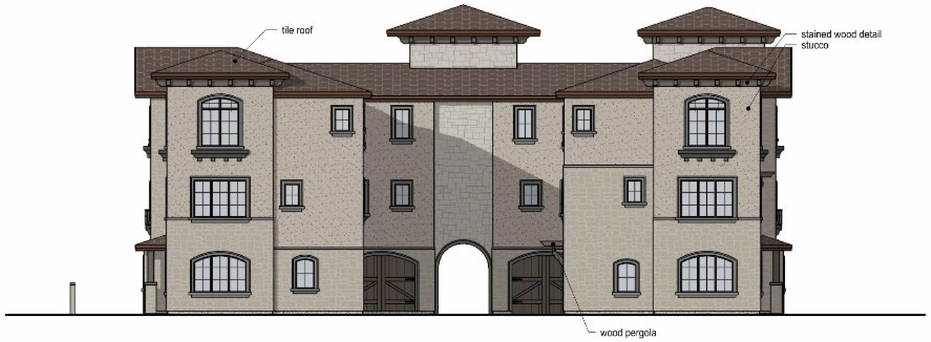
Concept Plan



Elevations



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: DWRIGHT
Presenter: Dustin Wright, City Planner
Department: Development Services
Meeting Date: 8/11/2026
Requested Duration (Minutes): 5 minutes
CityView or Issue File Number: PLRZ20250330

SUBJECT: 13 An ordinance amending the zone map classification of real property, generally located at 313 E 200 N, from the residential conservation (RC) zone to the high density residential (HDR) zone. Joaquin Neighborhood. (PLRZ20250330)

ADMINISTRATIVE RECOMMENDATION: Planning Commission recommended denial.

ADMINISTRATIVE MEMO: Zone map amendment for property located at approximately 313 E. 200 N. to allow for the property to be developed for 12 new townhome units. The property is currently zoned as Residential Conservation (RC). This zone does not allow new units to be created, and this is why the applicant is seeking a rezone. The applicant is looking for the property to be rezoned to the High Density Residential (HDR) zone to allow for the proposed development as this zone has the needed setbacks for the proposed development to work.
The future land use designation in the Joaquin plan identifies this location as an area to not allow for increased density. That plan aims to increase density in the northern half of the neighborhood, near BYU campus, and preserve the single-family residential character in the lower half of the neighborhood.
Because the HDR zone allows for more development potential, like density and building height, than what the applicant is proposing to do, they have proffered to do a development agreement. This agreement would aim to limit the density, height, and require owner occupancy for each unit for at least one year after purchase.

FISCAL IMPACT: N/A

COUNCIL STAFF MEMO:

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 313 E 200 N, FROM THE RESIDENTIAL CONSERVATION (RC) ZONE TO THE HIGH DENSITY RESIDENTIAL (HDR) ZONE. JOAQUIN NEIGHBORHOOD. (PLRZ20250330)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 0.45 acres of real property, generally located at 313 E 200 N (an approximation of which is shown ~~or described~~ in Exhibit A and a more precise description of which will be attached as Exhibit B after the Zone Map has been updated), be amended from the Residential Conservation (RC) Zone to the High Density Residential (HDR) Zone;

On July 8, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **denial** of the proposal to the Municipal Council by a 6:0 vote;

The Planning Commission's recommendation was based on the project design presented to the Commission;

On August 11, 2026, the Municipal Council met to determine the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the Planning Commission's recommendation and the facts presented to the Municipal Council, and having considered the impact of the proposed ordinance on family health, stability, and formation, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

The classification on the Provo Zoning Map is amended from the Residential Conservation (RC) Zone to the High Density Residential (HDR) Zone for the real property described in this ordinance.

PART II:

The Mayor is authorized to negotiate and execute a development agreement as proposed by the applicant for this zone change, consistent with the representations made by the applicant and the applicant's representatives to the Council. An executed copy of the agreement will be attached as Exhibit C after execution. The zone map classification change described in Part I is not effective until the date of final execution of the development agreement.

PART III:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

E. Notwithstanding any provision or language to the contrary in this ordinance, if the Development Agreement authorized in Part II has not been fully executed by the necessary parties within one year from the date of the Municipal Council's approval of this ordinance, the entire ordinance expires, becoming null and void as if it had never been approved. Because the zone map classification change contemplated in Part I cannot come into effect if the Development Agreement is not executed, neither the applicant nor any successor(s) in interest has any vested rights under this ordinance if it expires.

Exhibit A



Exhibit B

Legal Description

DEVELOPMENT SERVICES

Planning Commission Hearing Staff Report
Hearing Date: July 8, 2026

***ITEM 2** Tuscanel Townhomes LLC requests a Zone Map Amendment from the RC (Residential Conservation) Zone to the HDR (High Density Residential) Zone in order to develop a 12-unit townhome project, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250330

APPLICANT:	Tuscanel Townhomes LLC
PROPERTY OWNER:	S & R TRIPLEX LLC and S & R 313 LLC
PARCEL ID:	**05:033:0008** **05:033:0009**
ACREAGE:	0.45
CURRENT LEGAL USE:	Residential
GENERAL PLAN DESIGNATION:	Residential Conservation
CURRENT ZONE:	Residential Conservation
APPLICATION TYPE:	Legislative Decision – Planning Commission will make a recommendation to the City Council.

NEIGHBORHOOD FEEDBACK

Multiple neighborhood meetings have been held for the rezoning of this property; on May 26, 2022, another on March 30, 2023, and the most recent was on June 17, 2026. Some comments supported this type of development in this location, while others were opposed to it and referenced the efforts in the Joaquin Neighborhood Plan to protect the single-family designation in this area with a Residential Conservation designation in the future land use map. The project has decreased in density since the earlier neighborhood meetings, where a 17-unit apartment was proposed.
The Chair of the Central Neighborhoods District reached out to remind staff that there was strong opposition to this development as it deviates from the neighborhood plan.

PROJECT SUMMARY

The applicant has submitted a zone map amendment and concept plan applications for the property located at approximately 313 E. 200 N. to allow for the property to be developed for 12 new townhome units. The property is currently zoned as Residential Conservation (RC). This zone does not allow new units to be created, and this is why the applicant is seeking a rezone. The applicant is looking for the property to be rezoned to the High Density Residential (HDR) zone to allow for the proposed development as this zone has the needed setbacks for the proposed development to work. The Medium Density Residential (MDR) zone would not allow the development to work because of greater setback requirements.

In 2014, Provo City adopted the Joaquin Neighborhood Plan, which is part of the Provo City General Plan. The future land use designation in the Joaquin plan identifies this location as an area to not allow for increased density. That plan aims to increase density in the northern half of

the neighborhood, near BYU campus, and preserve the single-family residential character in the lower half of the neighborhood.

Because the HDR zone allows for more development potential, like density and building height, than what the applicant is proposing to do, they have proffered to do a development agreement. This agreement would aim to limit the density, height, and require owner occupancy for each unit for at least one year after purchase.

The property surrounding this property is zoned Residential Conservation (RC).

STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

Applicant Response:
This amendment allows a long-held family property to transition into a high-quality, owner-occupied residential community that promotes homeownership, long-term residency, and reinvestment in central Provo.
The proposal expands housing opportunities within an established area already served by public infrastructure, schools, parks, transportation networks, and community services. The project is designed to provide housing for individuals and families who intend to live, invest, and contribute to the community, aligning with the General Plan's emphasis on housing availability, complete neighborhoods, and long-term community stability.

Staff Response:
A neighborhood plan was created that calls for this area to remain low density to help preserve this historic character and encourage higher density to be in the northern portion of the Joaquin Neighborhood closer to BYU Campus.
The properties are part of the National Register of Historic Places in the East Central Historic District. The home on the corner was built in 1880, and the 3-unit row house was built in 1885. Both properties are listed as contributing to the East Central Historic District and are eligible to be nominated to our local Landmarks Register. Properties on the National Register are not protected from demolition.

FINDING:
Does not comply with the Joaquin Neighborhood Plan designation of Residential Conservation.

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response:
This proposal represents approximately four years of collaboration with City staff, neighboring property owners, and elected officials. Multiple concepts were evaluated and refined to arrive at a townhome community that balances neighborhood concerns with the City's goals for high-quality ownership housing.
The proposed development introduces a housing type that bridges the gap between detached single-family homes and larger apartment developments, expanding housing

choice within an established neighborhood. The amendment allows the property to contribute meaningfully to the City's housing supply while utilizing existing infrastructure and supporting the General Plan's direction for infill development.

Staff Response:
Preserving the historic character of this part of the neighborhood while providing increased density closer to BYU would serve the public. The existing structures would be eligible to receive historic rehabilitation tax credits. The proposed amendment would bring that increased density further south from campus.

FINDING:
Does not comply with the Joaquin Neighborhood future land use map that calls for residential conservation zone to remain.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response:
The proposal is consistent with the goals and policies of the General Plan, particularly those related to housing choice, homeownership opportunities, efficient use of infrastructure, and responsible infill redevelopment.
The project provides ownership housing in a central location, promotes long-term community investment through proposed deed restrictions, and reinvests in an established neighborhood. It supports the General Plan's broader vision of accommodating future residents within developed areas while maintaining high-quality design and contributing to complete, well-functioning neighborhoods.

Staff Response:
The Joaquin Neighborhood Plan identifies 500 North as the transition line for housing density. Increased density is planned for the area north of this transition line and residential conservation is planned for the areas south of 500 North. The plan aims to reduce development pressure on the homes in the lower half of the neighborhood by allowing much higher density closer to BYU campus where the density makes more sense.

FINDING:
Does not comply with the Joaquin Neighborhood future land use map that calls for residential conservation zone to remain.
In section E of chapter 3 in the Joaquin Neighborhood Plan, goal number 2 reads “Require that all future development complies with the future land use map”.

(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated;

Applicant Response:
The surrounding area has evolved significantly over time, and the property's current context is substantially different than when earlier planning decisions were made. The amendment allows the site to respond to existing conditions while utilizing established

infrastructure and public services.
The proposal represents logical infill redevelopment within an already urbanized area and does not require expansion into undeveloped portions of the City. As such, it is consistent with the General Plan's principles of orderly, efficient, and fiscally responsible growth.

Staff Response:
Public Works looks at the General Plan and Neighborhood Plans as they plan infrastructure needs. Engineering review comment for this development reads:
“Our existing Utilities cannot handle proposed HDR development. If this plan makes it to the project plan phase, then some sort of solution needs be proposed to address deficiency in our existing infrastructures to support this development.”

FINDING:
Does not comply with Neighborhood Plan as it is proposing higher density than anticipated at this location.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies;

Applicant Response:
The proposal is not expected to hinder General Plan objectives. The requested zoning flexibility is intended to achieve a better overall site plan—improving circulation, parking, open space, building placement, and neighborhood compatibility—rather than to maximize density or height.
The project remains below the allowable density and height standards while advancing key General Plan objectives related to housing availability, efficient land use, and infill development. The proposal reflects a balanced approach to growth that supports the City's long-term planning goals.

Staff Response:
In section E of chapter 3 in the Joaquin Neighborhood Plan, goal number 2 reads “Require that all future development complies with the future land use map”.

FINDING:
Does not comply with the Joaquin Neighborhood future land use map that calls for residential conservation zone to remain, and the request is for High Density Residential.

(f) Adverse impacts on adjacent land owners; and

Applicant Response:
Minimizing impacts on surrounding properties has been a central focus throughout the planning process. Over approximately four years, the project has undergone multiple revisions to improve compatibility, site design, circulation, and neighborhood integration. The current proposal incorporates reduced density, reduced height, private garages, enhanced landscaping, and proposed owner-occupancy deed restrictions. There is also a willingness to formalize these commitments through a Development Agreement. These measures are intended to ensure the project integrates well with surrounding properties

and contributes positively to the neighborhood.

Staff Response:
The proposed change would allow for higher density housing in the area. There would be an increase in traffic. The existing homes and structures that contribute to the historic district would be demolished and the character of the block would be altered with the new development.

FINDING:
There would be impacts from the proposed change on adjacent land owners.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response:
The requested amendment does not suggest that the original zoning or General Plan designation was incorrect at the time it was adopted. Rather, it reflects how the surrounding area has evolved and how the property functions today.
The site is now surrounded by multifamily developments, including Apollo Apartments, Aspenwood Apartments, Fleur de Lis, and Casa Linda, which have substantially changed the character and context of the area. These changes have altered the relationship of the property to its surroundings, including significant impacts on privacy, with approximately 30 Apollo units directly overlooking portions of the property. The proposed amendment recognizes these changes and responds to current conditions and housing needs.

Staff Response:
The zoning is correct.

FINDING:
No issues.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Applicant Response:
While portions of the Joaquin Neighborhood Plan contemplate lower-intensity development patterns, this property occupies a unique location within an area that is already characterized by multifamily residential development.
After several years of refinement, the proposal reflects an effort to create the right project for this specific location—not the largest project possible. The project remains below the density and height permitted within the requested zone and utilizes the zoning primarily to achieve improved setbacks, site design, and compatibility.
The proposal also includes proposed owner-occupancy deed restrictions and a willingness to formalize commitments through a Development Agreement. When viewed in the context of the General Plan's broader policies, supporting housing choice, infill redevelopment, efficient use of infrastructure, and sustainable growth, the amendment is consistent with the intent and long-term vision of the General Plan.

Staff Response:
No issues with the maps and related policies.

FINDING:
No issues.

APPLICABLE ZONING CODES

Provo City Code 14.14C – High Density Residential (HDR)

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Recommend Approval**: The proposal is consistent with the General Plan. Motion to recommend approval to the City Council with the condition that a development agreement restricts the height and density to what has been proposed in the concept plan.

2. **Recommend Denial**: The proposal is not consistent with the General Plan. Motion to recommend denial to the City Council for the proposed zone change.

3. **Continue**: New information presented at the public hearing or additional study needs to be done.
   Motion to continue this item. (State findings/reasons)

ATTACHMENTS

1. Map of Property Located at Approximately 313 E 200 N
2. Map of Existing Zoning
3. Future Land Use Map of the Joaquin Neighborhood Plan
4. Neighborhood Meeting Minutes – May 26, 2022
5. Neighborhood Meeting Minutes – March 30, 2022
6. Neighborhood Meeting Minutes – June 17, 2026

ATTACHMENT 1 – MAP OF PROPERTY LOCATED AT APPROXIMATELY 313 E 200 N



ATTACHMENT 2 – MAP OF EXISTING ZONING



ATTACHMENT 3 – FUTURE LAND USE MAP FROM THE JOAQUIN NEIGHBORHOOD PLAN

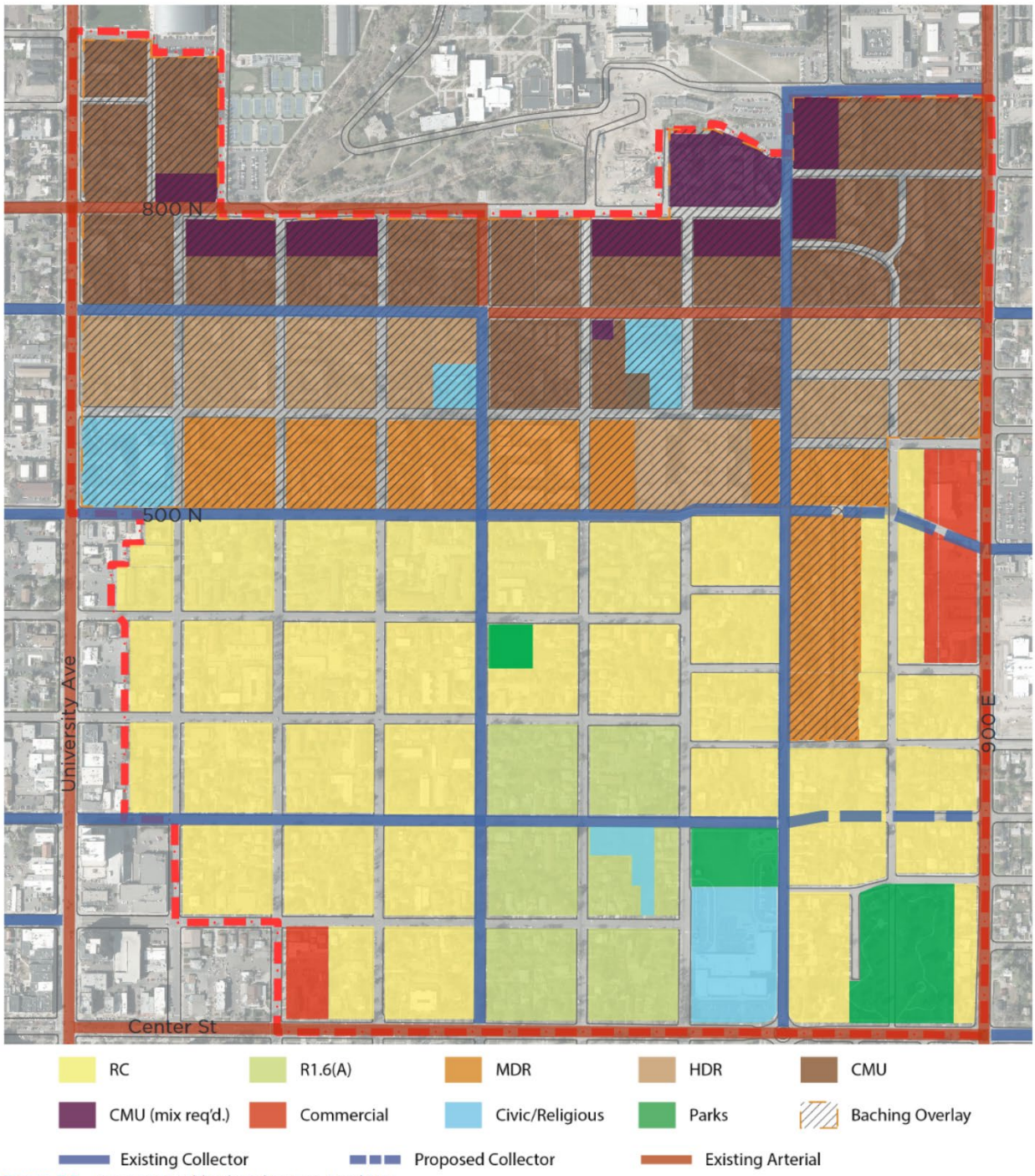


Figure 3.3 - Joaquin Neighborhood Future Land Use

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ATTACHMENT 4 – NEIGHBORHOOD MEETING MINUTES FROM MAY 26, 2022

provo NEIGHBORHOOD PROGRAM

Neighborhood Meeting Report

An online version of this form is available at neighborhood.provo.org (on right-hand side of page)

Neighborhood Joaquin Meeting Date 5-26-22

File # PLRZ20220159

Meeting conducted by (name and title): Leo Lines Joaquin Neighborhood Chair

Meeting location: Library @ the academy Bullock Room 309 **Number in attendance:** 34 3 city council members 1 - staff

Applicant name or project description: The Denali multi family Student Housing Project

Was applicant or their designee in attendance at this meeting? (Yes) No **Did applicant contact you within 7 days of the notice of application (as required by Provo City Code)?** (Yes) No

Have other neighborhood meetings been held on this project? No

Relevant history of property/area:
With the growth of BYU & UVU this neighborhood been turned into a multi family student Neighborhood. The Number of full time Residents has rapidly declined.

Other methods of outreach (note number of residents informed and input received)

(Facebook group:)
Email:
Phone calls:
(Face-to-face (in person):)
(Fliers:) By the developer

Overall responses

Positive/in favor: 1 person was in favor that spoke up
In favor if some changes were made: 5-6
Negative/against: most comments were negative
How many of each type of response came from those who live closest to the project: 90% there were some in attendance that did not speak during the meeting

Favorable feedback (be specific):

only build 6 units
couples instead of singles

Concerns raised (be specific):

Needs to be north of 700 N or 500 N
will start a bunch of Huge developments
does not fit the Neighborhood plan
Because a former general Authority owned the home previously there should be no changes

doesnt fit the Neighborhood
not enough parking
project to big for the Neighborhood
does not match Neighborhood architecture.

Has the applicant worked with the neighbors to address their concerns, if any?

I do not know

Are there specific parts of the City Code, General Plan, or the neighborhood/area plan that should be considered?

Conclusions/summary from Neighborhood Chair:

The meeting was mainly attended by the residents that live closest to the project. Those attending were overwhelmingly opposed to any development with ~~dev~~ increased density that was not already there. With the students gone for the summer & Landlords feeling like they do not have a say concerning their property's 34 people are not even 1% of the residents of the neighborhood. There were mainly 12 people that made most of the comments.

Date of this report: 5-30-2022

Submit this form to neighborhoodprogram@provo.org within five (5) days of the meeting date.

ATTACHMENT 5 - NEIGHBORHOOD MEETING MINUTES FROM MARCH 30, 2023

Neighborhood District 5 Meeting, March 30, 2023

21 residents signed in as attending, 1 attended on Zoom. The meeting was held in the council chambers because the police were using the community room.

Executive members in attendance included Quinn Petersen, David Harding, Leo Lines, Sariah Hillam, Jason Ream, Dylan Cindrich and Shannon Bingham. Chair Laura Leavitt conducted. City Council member Rachel Whipple also attended.

Land Use Items

a. **Denali Project** Taryn Denali requests approval of a Zone Map Amendment from the RC (Residential Conservation) zone to the HDR (High Density Residential) zone in order to build a new **17**-unit apartment building, located at 313 East 200 North. Joaquin Neighborhood.

City Staff mentioned that this project is under staff review and will still need to go up before the Planning Commission.

Taryn made an extensive presentation of the project, focusing on the Italian design inspiration from her parents and the upgrade in style that was made after feedback in a previous Joaquin Neighborhood meeting. She stated that there would be **23** units, 20 of which would be 3 bedrooms and several 1 bedrooms in order to encourage long-term residency. There would be lots of trees, a central courtyard with a fountain, wrought iron flowerboxes, and underground parking for the three-story project. There would be contractual limitations on parking to allow for the parking variance that the project would require. This would all sit on less than an acre of ground, so they are working on updates with public works and are developing an agreement with Provo city to build nothing more, nothing less. She felt that the current residential conservation zoning inhibits restoration of old houses fallen into disrepair, and showed pictures of the rundown triplex and house currently on the property that her family has owned for 40 years. A friend who walked around the area noted that there are already a number of large complexes nearby. She ended with her mother's motto of "siempre familia".

Time was opened up for comments, and for the first few Taryn remained at the front to respond.

David Keller was the first to comment. He lives ½ block from the proposed development and objected that Tayrn had quoted only parts of his statement from the earlier Joaquin meeting, where 70% had been opposed to a building that large on that property. He reminded her that they had been through this before in a long meeting and he was still not convinced because it is too dense for this part of Joaquin. He thought it would be beautiful farther north. He would be okay with a modest increase, but going from the current 4 units to 23 is not what the Joaquin plan says. He was surprised this project keeps coming back. Some things were better but not for the long term.

Sam Oman from Maeser commented next, pointing out that this still looked like it was designed for short term rather than long term student housing. He noted the property has not been maintained by the owners to this point and that the owners will not be changing with the new project.

Spencer near the Bright Building mentioned that it has been hard looking to find a place to live. He thought the project design actually looks nice and was wondering what type of price range they were looking at.

Staff mentioned that this part of the meeting was meant for comments to the board so they could report to the Planning Commission; that if residents had questions for the developer they should talk after the meeting. Taryn sat down and other residents continued with comments.

Zachary Chamberlain mentioned that he lived here in Provo until COVID and is now in Layton. He recently got a job here in Provo and would like to live here but has had a hard time finding a place. He thinks that the design looks like a huge upgrade. He has lived in places in Joaquin where the owners did not upkeep the property and thinks this could help out the community.

Shannon Bingham from Timpanogos spoke strongly that she knows how long Joaquin worked on their neighborhood plan. They drew the line at 500 North for continued building of high density to the north, with the current residential conservation zone to the south of that line. The placement of this type of density is directly counter to that decision. She knows of 20 houses in her neighborhood of that same type that was shown to be dilapidated that have been restored. She asked whether the proposal would really allow residents to live long term while, taking away the opportunity for 3 lots that could be used by longer term residents. She noted that in her neighborhood 9% are homeowners and 91% are rentals, and that they <u>really</u> need the long-term residents.

Dylan Cindritch thought it was a great project, as the cheapest home you can find now in Provo is $400K for a fixer upper.

Kim McIntyre lives a block away from the proposed development. He is concerned with the parking issue, as heavy traffic was responsible for a roundabout crash just this last week at 200 East and 200 South. The cost for each apartment is going to be a lot. Many will not be able to afford to live there, even though it is being sold as more affordable housing. It looks nice, but is not right for the neighborhood.

Leo Lines from Joaquin noted that 20 of the units will have 3 bedrooms, and that it will be possible to rent each to 3 singles. He talked about angled parking out front for visitors, and that you can't control how many cars a tenant will have, since they will bring more and park two blocks away.

(Attendee) mentioned that he owns houses south of campus and in his experience, he can't keep yards nice. The houses are old and will never be a place to keep it up with too many students around. He doesn't think hanging on to the houses makes sense.

It was noted that no floor plans for the apartments in the project were included in the presentation.

An opinion poll of those in attendance showed 15 in support and 8 opposed. This totaled more than the number of residents who signed in as attending, even though Laura mentioned three times that only people currently residing in District 5 were allowed to vote.

Quinn Petersen asked about the setup for these meetings, including topics for neighborhood feedback and feedback polls. Leo proposed that development and staff present and then open up to board members to comment, and then to open to other attendees. Staff responded that the neighborhood executive board is not a legislative body; it is here for feedback. If the project goes forward, it first goes to the Planning Commission and then to the City Council, who makes the actual decision.

ATTACHMENT 6 NEIGHBORHOOD MEETING MINUTES FROM JUNE 17, 2026

Update on a proposed Zone Change from RC (Residential Conservation) to HDR (High Density Residential) for a 12-unit townhome project at 313 East 200 North in the Joaquin Neighborhood – Planning Supervisor Aaron Ardmore

Planning Supervisor Aaron Ardmore presented an update on a proposed zone change at 313 East 200 North in the Joaquin Neighborhood, from RC (Residential Conservation) to HDR (High Density Residential), to accommodate a 12-unit townhome development. Ardmore noted this is a revised iteration of a previously presented project; earlier proposals had sought approval for over 20 apartment units, whereas the current proposal has shifted to townhomes. The HDR zone is being sought primarily to address setback requirements, as the actual density proposed is well below what HDR would allow. The item was previously continued by the Planning Commission due to the applicant's scheduling conflict and will go before the Planning Commission on July 8th and to the City Council in August. A waterline upgrade to an 8-inch main is included as part of the project's infrastructure improvements.

Resident feedback:

- A longtime resident offered detailed historical context, noting that the RC zone was established following a City Council moratorium on high-density development in South Joaquin, in direct response to earlier projects that replaced historic single-family homes with multifamily structures. The resident argued that the applicant's characterization of the surrounding area as having "evolved" toward high-density housing was inaccurate, as the developments cited predated the RC zone. Staff's report was cited favorably, noting that it found the proposal non-compliant with the Joaquin Neighborhood Plan and the future land use map on multiple points.
- Several others expressed their disapproval of the proposal based on the grounds that the proposal was incongruent with the Joaquin Neighborhood Plan and the RC zone in South Joaquin.
- A Zoom attendee was in support of the proposal, noting that townhomes seemed like a good fit for the area and expressed support for housing diversity and density.
- One resident questioned the aesthetics of the design, describing it as uniform and unwelcoming.

- A resident called for any future applicants to be required to disclose projected water usage for their developments.
- A non-resident landlord expressed general support for the project's intent, noting the deed restrictions and infrastructure upgrades, while acknowledging the planning concerns raised.
- A question was raised regarding owner-occupancy enforcement, to which Ardmore responded that the city uses deed restrictions and withholds rental licenses for one year following a change of ownership, with the one-year period resetting upon each subsequent conveyance.
- Councilor Whipple addressed water usage concerns, clarifying that indoor water use remains within the municipal system and does not represent a net loss. She further noted the city is currently engaged in a strategic planning process related to water use recommendations and is in the process of selecting a consultant to conduct a comprehensive review of zoning enforcement procedures.
- A question was raised regarding whether the project includes any affordable or replacement housing units for displaced residents; Ardmore confirmed there is no current requirement to that effect.
- Regarding Denali project: Part of the benefit of townhomes over apartments is access to private outdoor space, which I did not see in this project. If we are talking about this being good housing for “families,” families want outdoor space. This project removes several old trees and does not provide much space to support plants. [This comment was submitted later in the suggestion box.]

Attendees were encouraged to submit written comments to the Planning Commission prior to the July 8th hearing and to the City Council prior to any subsequent council action.

Provo City Planning Commission

Report of Action

July 08, 2026

***ITEM 2** Tuscanel Townhomes LLC requests a Zone Map Amendment from the RC (Residential Conservation) Zone to the HDR (High Density Residential) Zone in order to develop a 12-unit townhome project, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLRZ20250330

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

RECOMMENDED DENIAL

On a vote of 6:0, the Planning Commission recommended that the Municipal Council deny the above noted application.

Motion By: Jon Lyons
Second By: Melissa Kendall
Votes in Favor of Motion: Jon Lyons, Melissa Kendall, Matt Wheelwright, Jonathon Hill, Tosh Metzger, Joel Temple
Matt Wheelwright was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the High Density Residential (HDR) Zone is described in the attached Exhibit A.

RELATED ACTIONS

Item 1 – Planning Commission on July 8, 2026 - PLCP20250331– Denied the Concept Plan

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- There are remaining issues from the Coordinator Review Committee (CRC) review that need to be resolved.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 5/26/2022, 3/30/2023 and 06/17/2026.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was present /addressed the Planning Commission during the public hearing.
- Neighbors or other interested parties were present or addressed the Planning Commission.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- The district chair pointed out that the proposed project does not comply with the requirements.
- There are many apartments in the neighborhood that existed prior to 2002 when the RC zone was put in place.
- There needs to be better buffers between adjacent properties.
- There are needs in the city for homes.

- This does not follow the overall plan that was created for the neighborhood.
- This project will be an improvement to what is there now.
- This doesn't meet the parking requirements.
- On-street parking will be lost to garbage and recycling cans for the 12 units.
- A lot of work went into the Joaquin Plan to improve the neighborhood.
- The RC zone is protecting the single-family housing.
- The applicant has made several changes to the plans to try and meet the feedback from neighbors and the city.
- This will become a gathering space.
- Schools are being lost to a lack of families.
- The design will help it fit into the neighborhood.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- The plan is to use the HDR zone because of the setbacks that it allows.
- The applicant expressed a willingness to do a development agreement that would meet the commitments that the applicant has made.
- The applicant expressed a willingness to for a deed restriction to ensure that the properties are owner-occupied for the first year, and is willing to increase this to two years.
- Pick-up trucks would fit in the garages and there would be room for storage.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The percentage of units that would be allowed to be rented at any given time should be determined.
- Looking for owner-occupancy for longer than just one year.
- The parking requirement is short one stall form being met.
- The RC zone has frozen the neighborhood.
- The architecture is great and it is good to have more types of housing.
- There is a concern about high density creeping into other parts of the neighborhood if this is approved.
- The neighborhood plan saw this development pressure coming and sought to protect the neighborhood and provide a location for the development.

Planning Commission Chair

Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

Exhibit A

COM. AT SW COR OF BLK 33, PLAT B, PROVO CITY SURVEY; E 6 RODS; N 124.06 FT; W 6 RODS; W 124.06 FT TO BEG. AREA 0.45 OF AN ACRE.

And

COM. AT NW COR OF LOT 3, BLK 33, PLAT B, PROVO CITY SURVEY; S 75 FT; E 6 RODS; N 75 FT; W 6 RODS TO BEG.



DEVELOPMENT SERVICES

Planning Commission Hearing Staff Report Hearing Date: July 8, 2026

ITEM 1 Tuscanel Townhomes LLC requests Concept Plan approval for a 12-unit townhome project in a proposed HDR (High Density Residential) Zone, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLCP20250331

APPLICANT:	Tuscanel Townhomes LLC
PROPERTY OWNER:	S & R TRIPLEX LLC and S & R 313 LLC
PARCEL ID:	**05:033:0008** **05:033:0009**
ACREAGE:	0.45
CURRENT LEGAL USE:	Residential
GENERAL PLAN DESIGNATION:	Residential Conservation
CURRENT ZONE:	Residential Conservation
APPLICATION TYPE:	Administrative Decision – must be approved if it meets all city standards.

NEIGHBORHOOD FEEDBACK

Multiple neighborhood meetings have been held for the rezoning of this property; on May 26, 2022, another on March 30, 2023, and the most recent was on June 17, 2026. Some comments supported this type of development in this location, while others were opposed to it and referenced the efforts in the Joaquin Neighborhood Plan to protect the single-family designation in this area with a Residential Conservation designation in the future land use map. The project has decreased in density since the earlier neighborhood meetings, where a 17-unit apartment was proposed.
The Chair of the Central Neighborhoods District reached out to remind staff that there was strong opposition to this development as it deviates from the neighborhood plan.

PROJECT SUMMARY

The applicant has submitted a zone map amendment and concept plan applications for the property located at approximately 313 E. 200 N. to allow for the property to be developed for 12 new townhome units. The property is currently zoned as Residential Conservation (RC). This zone does not allow an increase in housing density, and this is why the applicant is seeking a rezone of the property to allow for the proposed redevelopment of the site. The applicant is looking for the property to be rezoned to the High Density Residential (HDR) zone to allow for the proposed development as this zone has the needed setbacks for the proposed development to work. The Medium Density Residential (MDR) zone would not allow the development to work because of greater setback requirements.

Because the HDR zone allows for more development potential, like density and building height, than what the applicant is proposing to do, they have proffered to do a development agreement.

This agreement would aim to limit the density, height, and require owner occupancy for each unit for at least one year after purchase.

The property surrounding this property is zoned Residential Conservation (RC).

STAFF ANALYSIS

Proposed Use
12 new residential townhomes.

Lot Standards
Required:
(1) Minimum Lot Area: One-family attached: ten thousand (10,000) sf.
(2) Housing density maximum: fifty (50) units per acre.
(3) Minimum lot frontage: thirty-five (35) feet.
(4) Minimum lot width: fifty (50) feet and Corner lot: seventy (70) feet.
(5) Minimum lot depth: ninety (90) feet.
(6) Maximum lot coverage by structures: seventy-five percent (75%).

Proposed:
(1) Lot Area: 19,600
(2) Housing density: 27 units per acre.
(3) Lot frontage: 100 feet.
(4) Lot width: 100 feet.
(5) Lot depth: 200 feet.
(6) Lot coverage by structures: 44% (8,605 sf).

Finding: Complies

Setback Requirements
Required: Front: 10’ min 20’ max; Side: 10’; Rear: 20’
Proposed: Front: 10’, Side: 10’, Rear: over 20’
Finding: Complies

Building Height and Distance
Required: 55’ max.
Proposed: 42’
Finding: Complies

Parking and Access
Required: 26
Proposed: 25
Finding: Does not Comply. Code requires 25.5 and it up so 26. A parking reduction would be needed at project plan application.

Landscaping
Required: 1 tree per 2,000 sf of landscape area.
Proposed: 1,907 sf of landscape provided.
Finding: Complies (at project plan application)

Design Standards

Required: 14.34.287
Proposed: Designed to meet standards
Finding: Complies in concept.

APPLICABLE ZONING CODES

Provo City Code 14.14C – HDR Zone

Provo City Code 14.34.287 – Design Standards

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Approve**: The proposal is consistent with city code.
   Motion to approve the proposed concept plan for 12 new townhome units at approximately 313 E 200 N.
2. **Deny**: The proposal is not consistent with city code.
   Motion to deny the proposed concept plan for 12 new townhome units at approximately 313 E 200 N.
3. **Continue**: New information presented at the public hearing or additional study needs to be done.
   Motion to continue this item.

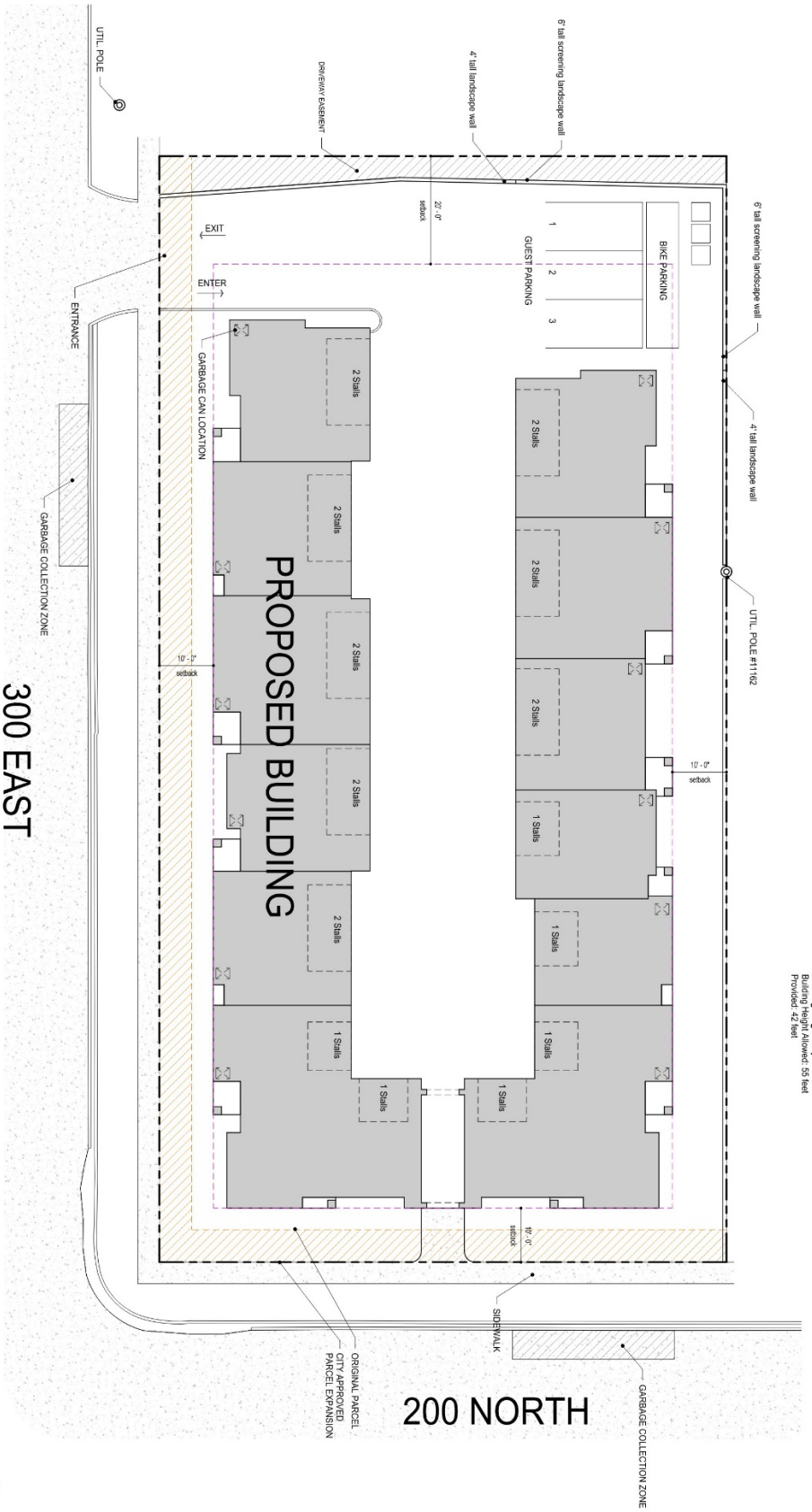
ATTACHMENTS

1. Area Map
2. Concept Plan
3. Landscape Plan
4. Floor Plans
5. Elevations

ATTACHMENT 1 – MAP OF PROPERTY LOCATED AT APPROXIMATELY 313 E 200 N



ATTACHMENT 2 – CONCEPT PLAN



Tuscanel Townhomes

PROPOSED MULTI-FAMILY (RESIDENTIAL)
313 East 200 North
Proposed Subdivision
SUMMARY: 3-Story above grade Multi-Family Housing Building with two (2) 3-bedroom units, eight (8) 2-bedroom units, two (2) 1-bedroom units with private garages.

SITE DATA
Parcel No. 05:033:0008 & 05:033:0008 (to be combined)
Zoning Classification: (14.14C)
Current Use: Residential Vacant Lot
Proposed: HDR - High Density Residential Zone
Parcel size: 49 acres (21,517 S.F.). Minimum 20,000 S.F. per HDR zone

Setback Requirements
Front: 10 feet setback
Side: 25 feet setback
Rear: 10 feet setback

Building Height Requirements
Building Height Allowed: 55 feet
Provided: 42 feet

Parking Requirements (14.37)
Multi-Family Residential:
3 stalls per unit = 2 stalls x 10 units = 20 stalls + 0.25 parking stalls for visitors = 2.5 stalls (2 parking stalls + 0.25 parking stalls for visitors.)
1-bedroom units = 1.5 stalls x 2 units = 3 stalls (1 parking stalls + 0.5 parking stalls for visitors.)
Total Parking Required = 25.5 stalls.
Total Parking Provided = 25 stalls.

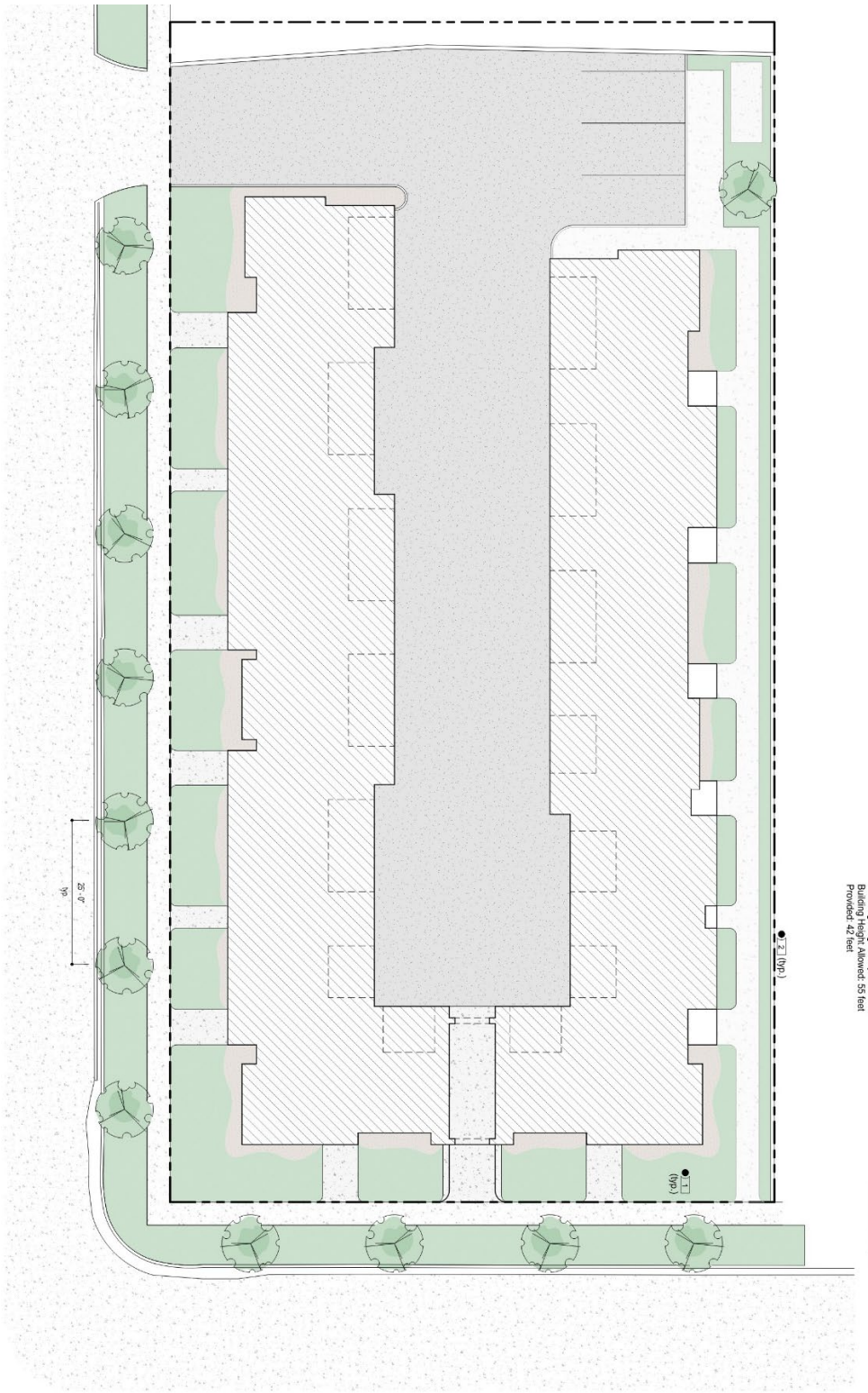
Bicycle Parking Requirements (14.37.065)
Bicycle parking provided = 22 stalls

Landscaping Requirements
Landscaping required - 1,907 sq. ft.
Landscape provided - 1,907 sq. ft.
Minimum of (1) tree per 2,000 sq. ft. of landscape space.

Other Requirements:
Internal Amenity Space (14.14C.010)
None required

Lot Coverage Requirements:
Required: 16,138 sq. ft. max (75%)
Provided: 8,605 sq. ft.

ATTACHMENT 3 – LANDSCAPE PLAN



ATTACHMENT 4 – FLOOR PLANS



GROUND LEVEL FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

ATTACHMENT 5 – ELEVATIONS



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

Provo City Planning Commission

Report of Action

July 08, 2026

ITEM 1 Tuscanel Townhomes LLC requests Concept Plan approval for a 12-unit townhome project in a proposed HDR (High Density Residential) Zone, located at 313 E 200 N. Joaquin Neighborhood. Dustin Wright (801) 852-6414 dwright@provo.gov PLCP20250331

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

DENIED

On a vote of 4:2, the Planning Commission denied the above noted application.

Motion By: Jon Lyons
Second By: Melissa Kendall
Votes in Favor of Motion: Jon Lyons, Melissa Kendall, Matt Wheelwright, Jonathon Hill
Votes opposed to Motion: Tosh Metzger, Joel Temple
Matt Wheelwright was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

RELATED ACTIONS

Item 2 – Planning Commission on July 8, 2026 - PLRZ20250330 – Recommended Denial of Rezone

DEVELOPMENT AGREEMENT

- Applies - referred applicant to Council Attorney.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- There are remaining issues from the Coordinator Review Committee (CRC) review that need to be resolved.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 5/26/2022, 3/30/2023 and 06/17/2026.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was present /addressed the Planning Commission during the public hearing.
- Neighbors or other interested parties were present or addressed the Planning Commission.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- The district chair pointed out that the proposed project does not comply with the requirements.
- There are many apartments in the neighborhood that existed prior to 2002 when the RC zone was put in place.
- There needs to be better buffers between adjacent properties.

- There are needs in the city for homes.
- This does not follow the overall plan that was created for the neighborhood.
- This project will be an improvement to what is there now.
- This doesn't meet the parking requirements.
- On-street parking will be lost to garbage and recycling cans for the 12 units.
- A lot of work went into the Joaquin Plan to improve the neighborhood.
- The RC zone is protecting the single-family housing.
- The applicant has made several changes to the plans to try and meet the feedback from neighbors and the city.
- This will become a gathering space.
- Schools are being lost to a lack of families.
- The design will help it fit into the neighborhood.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- The plan is to use the HDR zone because of the setbacks that it allows.
- The applicant expressed a willingness to do a development agreement that would meet the commitments that the applicant has made.
- The applicant expressed a willingness to for a deed restriction to ensure that the properties are owner-occupied for the first year, and is willing to increase this to two years.
- Pick-up trucks would fit in the garages and there would be room for storage.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The percentage of units that would be allowed to be rented at any given time should be determined.
- Looking for owner-occupancy for longer than just one year.
- The parking requirement is short one stall form being met.
- The RC zone has frozen the neighborhood.
- The architecture is great and it is good to have more types of housing.
- There is a concern about high density creeping into other parts of the neighborhood if this is approved.
- The neighborhood plan saw this development pressure coming and sought to protect the neighborhood and provide a location for the development.

Planning Commission Chair

Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

General Plan Map Amendment



Existing General Plan Map



Proposed General Plan Map

Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

Zone Map Amendment



Existing Zone Map



Proposed Zone Map

Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

Concept Plan

- 168 Townhomes
- 90 Condos
- 9,960 square feet of retail/food
- 9.39 acres of open space



Concept Plan in Context



Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

South State Street Design Corridor and Guidelines.

(a) *Purpose and Intent*. The Provo City General Plan promotes architectural and design excellence. Many properties fronting South State Street are vacant or underdeveloped. There is substantial development potential and an opportunity to substantially improve the image of this major gateway into Provo City. Design guidelines are essential to assure that new development and property improvements enhance the character and make a positive visual and physical contribution to the State Street corridor and surrounding neighborhoods. Design guidelines will accomplish the following:

•Promote attractive development.

•Enhance the image of this gateway into the City and the City in general.

•Enhance property values.

•Attract customers to businesses.

•Facilitate a more walkable and healthier atmosphere that integrates the needs of the pedestrian with those of drivers.

•Streamline the development approval process.

Well-designed buildings will also enhance the general quality of life and create a "sense of place" along this southern gateway into Provo City that will benefit property owners and residents in the surrounding neighborhoods and the entire City.

(b) *Boundaries*. State Street Design Guidelines encompass all properties fronting State Street between the 900 East intersection and 1860 South.

(c) *Applicability*. The South State Street Design Guidelines will serve as a supplement to the Zoning Ordinance. New construction, additions and exterior alterations to all principal buildings and accessory buildings that are located within one hundred (100) feet of South State Street and any public street that intersects with South State Street for one hundred (100) feet from South State Street shall be subject to these Design Guidelines.

(e) *Building Location*.

(i) Buildings shall be located a minimum of ten (10) feet but no more than twenty (20) feet from the front or street side yard property lines. All areas between the front or street side yard property lines and any principal building shall be landscaped as follows:

(A) One (1) tree shall be provided for every fifty (50) feet of building frontage. Trees may be grouped or spaced evenly.

(B) Foundation plantings shall be used to achieve a minimum fifty percent (50%) coverage at maturity. Layered planting is encouraged.

(C) Landscape should be used to highlight primary entryways.

(ii) Paving in the front or street side yards shall be limited to driveways that lead directly to interior side yard or rear yard parking. All front and street side yard areas that are not used as a driveway shall be landscaped at the same depth as the front or street side yard located between the principal building(s) and the public street.

(iii) All structures shall have at least one (1) primary entry that faces State Street.

(iv) Entryways shall be highlighted (focal point) with design elements and variations that give orientation, transition, and aesthetically pleasing character to the building. Each principal building on site should have clearly defined, highly visible customer entrances. In all cases, entryways should provide protection from the weather by projecting away from the main facade and by utilizing one (1) or more of the following design elements listed below:

(A) Awnings.

(B) Canopies, arcades, or porticos.

(C) Alcoves.

(D) Overhangs/eaves.

Clyde CAPITAL GROUP

PROVO PLANNING COMMISSION

7.6.2026

CONCEPT SITE PLAN



IRONTON

CONCEPT PLAN
PROVO REZONE

MAP DATE: 05.30.2025

SCALE: 1"=60'

LDG

CLYDE COMPANIES

Clyde CAPITAL GROUP

PRECEDENT IMAGERY



CIRCULATION PLAN



CONCEPT PARKING PLAN



IRONTON

PARKING PLAN
PROVO REZONE
MAP DATE: 03.20.2025

SCALE: 1"=80'

TRAFFIC IMPACT STUDY RECOMMENDATIONS



PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: AARDMORE
Presenter: Aaron Ardmore, Planning Supervisor
Department: Development Services
Meeting Date: 8/11/2026
Requested Duration (Minutes): 15 minutes
CityView or Issue File Number: PLRGPA20260012

SUBJECT: 14 An ordinance amending the general plan map designation of real property, generally located at 3657 S Sierra Vista Way, from the industrial (I) designation to the mixed use (M) designation. Spring Creek Neighborhood. (PLGPA20260012)

ADMINISTRATIVE RECOMMENDATION: Planning Commission recommends approval.

ADMINISTRATIVE MEMO: PROJECT SUMMARY
The proposed project is a part of the vision from Clyde Companies that flows through Springville City and Provo City attempting to deliver a walkable, mixed-use corridor. The Provo portion of proposal includes approximately 9,960 square feet of retail space across 2.42 acres of proposed General Commercial (CG) Zoning, 90 condominium units and 168 townhome units over 19.2 acres of proposed Medium Density Residential (MDR) Zoning, and associated parking and amenity areas.

This proposal includes the concept plan referred to above, a Zone Map Amendment from the PIC Zone to the MDR and CG Zones, and this General Plan Map Amendment to change the designation of the property from the Industrial (I) designation to the Mixed-Use (MU) designation.

STAFF ANALYSIS
Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:
(a) Public purpose for the amendment in question;

Applicant Response: “The requested amendment is intended to better align the site’s development potential with the goals and policies outlined in the City’s General Plan and to support a more cohesive land use pattern within the surrounding context.”

Staff Response: The public purpose of providing a mix of uses in the area matches better to the surrounding current and future commercial and residential uses in

Springville than it does with the adjacent industrial uses in Provo. However, amending the General Plan map is needed to advance the proposed zone change and development plans as described by the applicant above.

FINDING: Meets standard.

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response: “The current Planned Industrial Commercial (PIC) zoning district primarily encourages industrial and large-scale commercial uses characterized by auto-oriented site layouts and limited pedestrian connectivity. These development patterns are inconsistent with the projects goals for creating a mixed-use, human-scaled urban environment that supports residential livability and economic diversity. Reclassifying the property to MU will allow for a more compatible land use framework that integrates residential, commercial, and civic spaces, thereby advancing the City’s objectives for sustainable growth, urban vitality, and a higher overall quality of life.”

Staff Response: The current designation would only allow industrial uses to continue to be developed, while the proposed amendment could facilitate what the applicant has described above.

FINDING: Meets standard.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response: “The proposed amendment supports and advances the overarching goals and policies of
the Provo City General Plan by:
- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents
- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community.”

Staff Response: The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the Southeast Neighborhoods Plan.

FINDING: Meets standard.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated;

Applicant Response: No response.

Staff Response: There are no provisions for timing and sequencing articulated for this.

FINDING: Meets standard.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies;

Applicant Response: "the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community."

Staff Response: The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

FINDING: May meet standard, depending on priorities.

(f) Adverse impacts on adjacent land owners; and

Applicant Response: No response.

Staff Response: Adjacent land owners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

FINDING: Meets standard.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response: No response.

Staff Response: Staff have confirmed the General Plan and Zone Map designations are correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.
Applicant Response: No response.

Staff Response: This is a map amendment, so policies have taken precedence.

FINDING: Meets standard.

FISCAL IMPACT: None

COUNCIL STAFF MEMO:

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE GENERAL PLAN MAP DESIGNATION OF REAL PROPERTY, GENERALLY LOCATED AT 3657 S SIERRA VISTA WAY, FROM THE INDUSTRIAL (I) DESIGNATION TO THE MIXED USE (M) DESIGNATION. SPRING CREEK NEIGHBORHOOD. (PLGPA20260012)

RECITALS:

It is proposed that the designation on the Provo General Plan Map for approximately 21.6 acres of real property, generally located at 3657 S Sierra Vista Way (an approximation of which is shown or described in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from the Industrial (I) designation to the Mixed Use (M) designation;

On July 8, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval** of the proposal to the Municipal Council by a 5:1 vote;

The Planning Commission's recommendation was based on the project design presented to the Commission;

On August 11, 2026, the Municipal Council met to determine the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the Planning Commission's recommendation and the facts presented to the Municipal Council, and having considered the impact of the proposed ordinance on family health, stability, and formation, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

The designation on the Provo General Plan Map is amended from the Industrial (I) designation to the Mixed Use (M) designation for the real property described in this ordinance.

PART II:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the Provo General Plan Map be updated and codified to reflect the provisions enacted by this ordinance.

EXHIBIT A

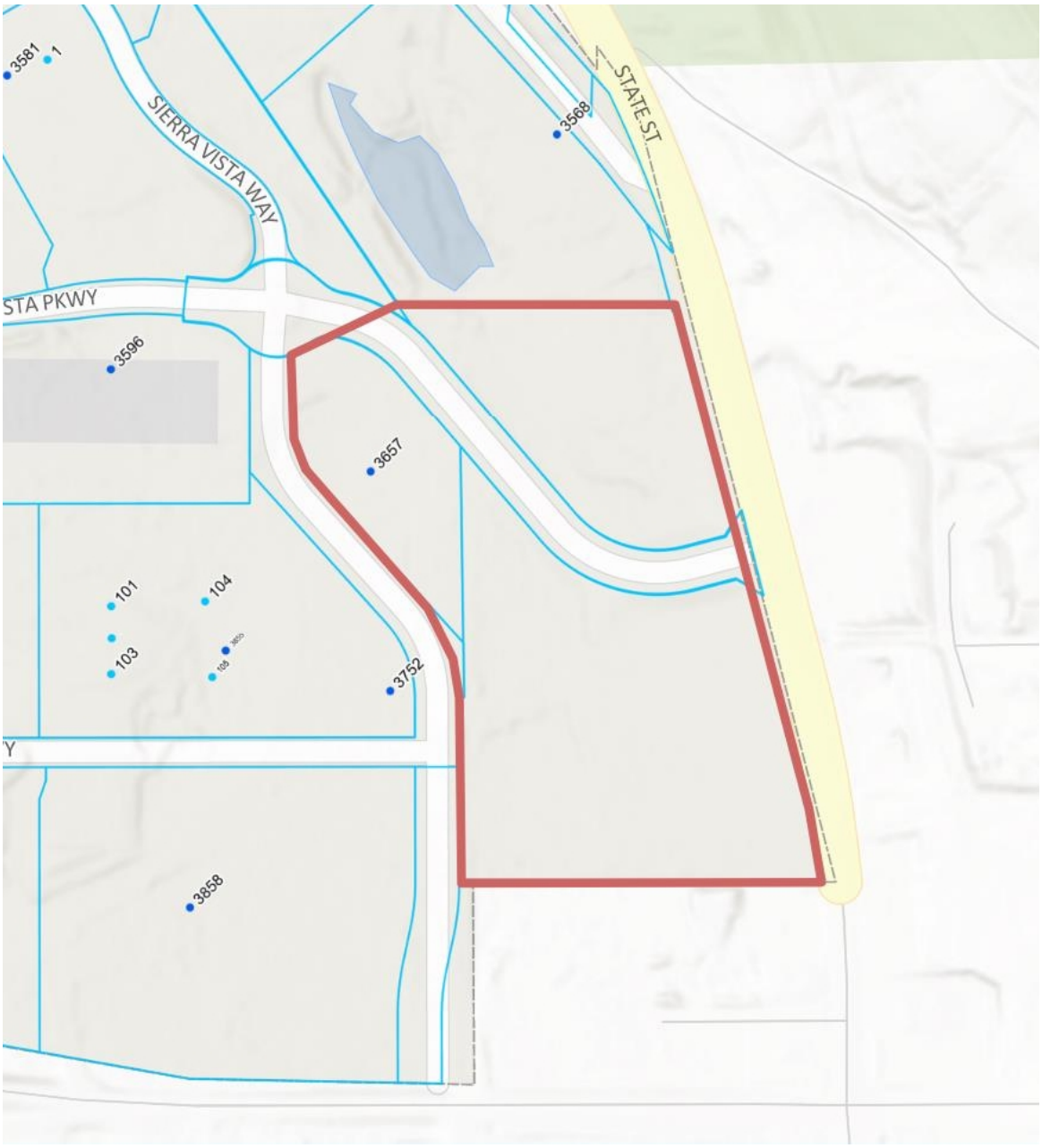

3581
1
SIERRA VISTA WAY
STATE ST
3568
STA PKWY
3596
3657
101
104
103
3752
3858

EXHIBIT B

MDR (NORTH PARCELS)

All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

BEGINNING AT A POINT NORTH 76°21'13" WEST, A DISTANCE OF 1078.45 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 30°36'56" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 75°36'56" WEST, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°23'02" WEST, A RADIAL DISTANCE OF 250.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 63°49'57", A DISTANCE OF 278.52 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 40°33'03" WEST, A DISTANCE OF 502.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°35'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 58.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 34°11'46" WEST, A DISTANCE OF 49.41 FEET; THENCE EAST, A DISTANCE OF 627.22 FEET; THENCE SOUTH 14°36'38" EAST, A DISTANCE OF 510.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,083.93 SQUARE FEET OR 5.7641 ACRES, MORE OR LESS.
PARCEL ID: 23-002-0041

BEGINNING AT A POINT NORTH 83°27'43.67" WEST, 1018.22 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 523.57 FEET; THENCE S 81°22'31.49" W, 46.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS S 85°41'15.75" W, 45.12 FEET; THENCE S 89°59'60.00" W, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS S 76°04'30.32" W, 72.20 FEET; THENCE S 62°09'00.64" W, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS S 76°03'19.63" W, 48.06 FEET; THENCE S 89°57'38.61" W, 113.68 FEET; THENCE N 00°00'46.51" W, 351.56 FEET; THENCE N 90°00'00.00" E, 12.49 FEET; THENCE N 00°43'39.00" W, 122.41 FEET; THENCE N 00°43'39.00" W, 444.02 FEET; THENCE S 40°33'05.51" E, 278.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 63°50'00.22", AND WHOSE LONG CHORD BEARS S 72°28'03.00" E, 370.08 FEET;

THENCE N 75°36'56.00" E, 95.60 FEET; THENCE S 59°23'04.00" E, 31.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 432,621.50 SQUARE FEET OR 9.93 ACRES, MORE OR LESS.

CG (SOUTH PARCEL)

BEGINNING AT A POINT SOUTH 56°50'19.39" WEST, 1013.48 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 91.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,116.80 FEET, A DELTA ANGLE OF 01°23'39.75", AND WHOSE LONG CHORD BEARS S 06°12'57.00" E, 75.85 FEET; THENCE N 89°54'40.00" W, 821.78 FEET; THENCE N 00°00'46.51" W, 66.33 FEET; THENCE N 89°57'38.61" E, 113.68 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS N 76°03'19.63" E, 48.06 FEET; THENCE N 62°09'00.64" E, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS N 76°04'30.32" E, 72.20 FEET; THENCE N 89°59'60.00" E, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS N 85°41'15.75" E, 45.12 FEET; THENCE N 81°22'31.49" E, 46.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 105,225.19 SQUARE FEET OR 2.42 ACRES, MORE OR LESS.

Provo City Planning Commission

Report of Action

July 08, 2026

***ITEM 3** Eric Langvardt requests an amendment to the General Plan Map to change the classification from Industrial (I) to Mixed-Use (M) for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLGPA20260012

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

RECOMMENDED APPROVAL

On a vote of 5:1, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Jonathon Hill
Second By: Jon Lyons
Votes in Favor of Motion: Jonathon Hill, Jon Lyons, Melissa, Kendall, Matt Wheelwright, Tosh Metzger
Votes not in Favor: Joel Temple (desires an overall vision before proceeding with this plan)
Matt Wheelwright was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE AMENDED

The property to be amended to the Mixed Use (M) designation is described in the attached Exhibit A.

RELATED ACTIONS

PLRZ20260006, agenda Item 4, July 8, 2026, Planning Commission agenda, recommended approval.
PLCP20260011, agenda Item 5, July 8, 2026, Planning Commission agenda, approved with conditions.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Staff responded to Planning Commission questions regarding code standards, parking, concept site plan details, and adjacent uses during the hearing.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 10/15/2025.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following: None.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Adam Ostler (Clyde Companies) gave an overview of the proposal and answered planning commission questions

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Transition standards from the adjacent industrial users;
- Annexation or de-annexation of property so development falls entirely in Springville;
- Price points, design of residential units;
- Potential for overflow parking;
- Desire for improved walkability and connectivity within the area;
- Remediation efforts for the soils in the area; and
- Powerline corridor design and setbacks.
- Commissioners directed the applicant to comply with the South State Street design corridor by bringing a structure to the State Street frontage in the proposed CG zone area.
- The Commission deliberated on the proposals, indicating that there is some concern with the adjacent uses, connectivity, and isolated feel of the proposal. There was also some concern regarding the loss of industrial land to residential without a tax benefit to Provo.
- Some commissioners noted that the development fits with the pattern of South State Street and that this would be a good starting point for development in this area.
- The Commission determined that the South State Street design corridor does apply to the entire site and project plans will need to reflect compliance with those standards.

Planning Commission Chair

Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

MDR (NORTH PARCELS)
All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

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DEVELOPMENT SERVICES

Planning Commission Hearing Staff Report Hearing Date: July 8, 2026

***ITEM 3** Eric Langvardt requests an amendment to the General Plan Map to change the classification from Industrial (I) to Mixed-Use (M) for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLGPA20260012

APPLICANT:	Eric Langvardt
PROPERTY OWNER:	Springville Rising LLC
PARCEL ID:	23:014:0013; 47:358:0003; 23:002:0041
ACREAGE:	21.6
CURRENT LEGAL USE:	Vacant
GENERAL PLAN DESIGNATION:	Industrial (I)
CURRENT ZONE:	Planned Industrial Commercial (PIC)
APPLICATION TYPE:	Legislative Decision – Planning Commission will make a recommendation to the City Council.

PROPERTY HISTORY

The three properties included in this proposed project make up the southeast point of Provo City and have been zoned PIC since their inclusion into city boundaries. These vacant properties have no history of building permits or legal established uses but have been used for construction storage at times over the past twenty years.

NEIGHBORHOOD FEEDBACK

This proposal was introduced to the East District Neighborhood (formerly District 2) on October 15, 2025. The minutes of that discussion are attached to this report (attachment #3) and include resident concerns regarding lack of economic/sales tax benefit to Provo, balance of land uses, traffic, amenities, public benefits, and Provo identity.

PROJECT SUMMARY

The proposed project is a part of the vision from Clyde Companies that flows through Springville City and Provo City attempting to deliver a walkable, mixed-use corridor. The Provo portion of proposal includes approximately 9,960 square feet of retail space across 2.42 acres of proposed General Commercial (CG) Zoning, 90 condominium units and 168 townhome units over 19.2 acres of proposed Medium Density Residential (MDR) Zoning, and associated parking and amenity areas.

This proposal includes the concept plan referred to above, a Zone Map Amendment from the PIC Zone to the MDR and CG Zones, and this General Plan Map Amendment to change the designation of the property from the Industrial (I) designation to the Mixed-Use (MU) designation.

STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

Applicant Response: "The requested amendment is intended to better align the site's development potential with the goals and policies outlined in the City's General Plan and to support a more cohesive land use pattern within the surrounding context."

Staff Response: The public purpose of providing a mix of uses in the area matches better to the surrounding current and future commercial and residential uses in Springville than it does with the adjacent industrial uses in Provo. However, amending the General Plan map is needed to advance the proposed zone change and development plans as described by the applicant above.

FINDING: Meets standard.

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response: "The current Planned Industrial Commercial (PIC) zoning district primarily encourages industrial and large-scale commercial uses characterized by auto-oriented site layouts and limited pedestrian connectivity. These development patterns are inconsistent with the projects goals for creating a mixed-use, human-scaled urban environment that supports residential livability and economic diversity. Reclassifying the property to MU will allow for a more compatible land use framework that integrates residential, commercial, and civic spaces, thereby advancing the City's objectives for sustainable growth, urban vitality, and a higher overall quality of life."

Staff Response: The current designation would only allow industrial uses to continue to be developed, while the proposed amendment could facilitate what the applicant has described above.

FINDING: Meets standard.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response: "The proposed amendment supports and advances the overarching goals and policies of the Provo City General Plan by:

- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents

- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community."

Staff Response: The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the Southeast Neighborhoods Plan.

FINDING: Meets standard.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated;

Applicant Response: No response.

Staff Response: There are no provisions for timing and sequencing articulated for this.

FINDING: Meets standard.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies;

Applicant Response: "the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community."

Staff Response: The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

FINDING: May meet standard, depending on priorities.

(f) Adverse impacts on adjacent landowners; and

Applicant Response: No response.

Staff Response: Adjacent landowners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

FINDING: Meets standard.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response: No response.

Staff Response: Staff have confirmed the General Plan and Zone Map designations are correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Applicant Response: No response.

Staff Response: This is a map amendment, so policies have taken precedence.

FINDING: Meets standard.

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Recommend Approval**: The proposal is consistent with the General Plan. (*Planning Commission recommends approval to the City Council of a General Plan Map Amendment from the industrial designation to the mixed-use designation for 21.6 acres of land located at 3657 S Sierra Vista Way*)
2. **Recommend Denial**: The proposal is not consistent with the General Plan. (*Planning Commission recommends denial to the City Council of a General Plan Map Amendment from the industrial designation to the mixed-use designation for 21.6 acres of land located at 3657 S Sierra Vista Way*)
3. **Continue**: New information presented at the public hearing or additional study needs to be done. (*The Planning Commission continues this item (state reasons*)

ATTACHMENTS

1. Current General Plan Map
2. Applicant Statement
3. Neighborhood Meeting Minutes

ATTACHMENT 1 – CURRENT GENERAL PLAN MAP



ATTACHMENT 2 – APPLICANT STATEMENT

Springville Rising General Plan Application Written Responses– Provo

• Description of the proposed amendment.

This application requests a zoning map amendment to reclassify the subject property from the existing Planned Industrial Commercial (PIC) designation to the proposed Mixed-Use (MU) zoning district. The requested amendment is intended to better align the site's development potential with the goals and policies outlined in the City's General Plan and to support a more cohesive land use pattern within the surrounding context.

• Statement on the potential use of the property.

The proposed development, known as Springville Rising, envisions a pedestrian-oriented, mixed-use district that fosters a compact and walkable environment where residents and visitors can live, work, shop, dine, and recreate within close proximity. The project will include alley-loaded townhomes, medium-density residential housing, and neighborhood-scale commercial uses such as retail and restaurant establishments. An interconnected network of open spaces and pedestrian corridors will serve as the framework for the community, providing access to recreational amenities and natural features for both residents and the broader public. The design intent is to establish a vibrant and sustainable district that enhances connectivity, promotes social interaction, and supports a balanced mix of land uses.

• Justification for why the existing designation is no longer appropriate.

The current Planned Industrial Commercial (PIC) zoning district primarily encourages industrial and large-scale commercial uses characterized by auto-oriented site layouts and limited pedestrian connectivity. These development patterns are inconsistent with the projects goals for creating a mixed-use, human-scaled urban environment that supports residential livability and economic diversity. Reclassifying the property to MU will allow for a more compatible land use framework that integrates residential, commercial, and civic spaces, thereby advancing the City's objectives for sustainable growth, urban vitality, and a higher overall quality of life.

ATTACHMENT 3 – NEIGHBORHOOD MEETING MINUTES

Proposed mixed use (residential and commercial) development project at State Street & Mountain Vista Parkway in the Spring Creek Neighborhood – Ryan Christofferson of Clyde Capital Group

Neighborhood Coordinator Rachel Breen noted this project is still in the idea phase.

Ryan Christofferson of Clyde Capital Group presented plans for approximately 40 acres on Provo's southeast corner extending into Springville, with half in each city. The overall vision includes a retail core with amenities like an ice rink and event lawn space to bring community together with retail, connected by pedestrian-friendly design to integrate the community with retail space.

On the Provo side, plans include 123 mid-density residentials (condominiums) in the northeast corner, surrounded by 174 townhomes, all for-sale products rather than rentals, plus 16,000 square feet of commercial space on the south end. The property is currently zoned industrial, and they seek mixed-use designation.

When asked for orientation, Christofferson clarified the location is west of State Street. Regarding retail type, he emphasized heavy food and beverage focus rather than general retail. The ice rink would be located in the area marked "community commons."

A South Provo resident expressed concern that all retail appears on Springville's side, meaning it won't appear in Google searches for South Provo and provides no sales tax benefit to Provo. Christofferson explained market demands drove the location at the busy 1400/State Street intersection, but acknowledged the concern about Provo getting all residential while Springville gets retail. He noted both cities are working on an interlocal tax-share agreement through their economic developers and city managers.

When asked if the ice rink would compete with Provo’s Peaks Ice Arena, Christofferson said they just want an amenity bringing people to the food and beverage retail space for gatherings and events, mentioning possibilities like March Madness viewing on the event lawn.

Multiple residents raised concerns about sales tax revenue, with one directly asking what benefit Provo receives beyond condominiums when residents will shop in Springville and an ice rink might reduce Peaks Ice Arena revenue. Christofferson acknowledged Provo would receive property tax income and emphasized they're asking both cities to work together on tax sharing through the interlocal agreement because the development works better as a whole than separated. Christofferson noted developers have stepped aside to let the cities determine specifics.

A resident asked about likelihood of achieving an interlocal agreement and precedent for Provo-Springville tax revenue sharing. Aaron Ardmore responded that it's a priority for Provo to recommend approval, requiring both rezoning and general plan amendment. Staff support depends on achieving interlocal sales tax sharing. While this is a first-of-its-kind proposal without precedent, Provo's economic development director Cody Hill is working closely with Springville's city manager. Without the agreement, staff support would be impacted.

A Zoom participant asked about grocery store plans given South Provo's lack of nearby grocery options. Christofferson indicated they're looking at neighborhood grocery store possibilities and working through it.

One resident suggested running retail and condominiums parallel rather than stacking them, allowing access from both Main Street and 1400 South so both cities naturally get half of each. Christofferson said they would take it into consideration.

The final question asked about the Clyde headquarters shown on the map, with Christofferson confirming Clyde Companies has broken ground on their new headquarters there, not just a sales office. When asked how much Clyde would make from the development, Christofferson only responded they're "giving a lot back to the community on this one" without providing specific numbers.

Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

General Plan Map Amendment



Existing General Plan Map



Proposed General Plan Map

Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

Zone Map Amendment



Existing Zone Map



Proposed Zone Map

Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

Concept Plan

- 168 Townhomes
- 90 Condos
- 9,960 square feet of retail/food
- 9.39 acres of open space



Concept Plan in Context



Ironton Redevelopment Project – 3657 S Sierra Vista Way

General Plan Amendment, Zone Map Amendment, Concept Plan

South State Street Design Corridor and Guidelines.

(a) *Purpose and Intent*. The Provo City General Plan promotes architectural and design excellence. Many properties fronting South State Street are vacant or underdeveloped. There is substantial development potential and an opportunity to substantially improve the image of this major gateway into Provo City. Design guidelines are essential to assure that new development and property improvements enhance the character and make a positive visual and physical contribution to the State Street corridor and surrounding neighborhoods. Design guidelines will accomplish the following:

•Promote attractive development.

•Enhance the image of this gateway into the City and the City in general.

•Enhance property values.

•Attract customers to businesses.

•Facilitate a more walkable and healthier atmosphere that integrates the needs of the pedestrian with those of drivers.

•Streamline the development approval process.

Well-designed buildings will also enhance the general quality of life and create a "sense of place" along this southern gateway into Provo City that will benefit property owners and residents in the surrounding neighborhoods and the entire City.

(b) *Boundaries*. State Street Design Guidelines encompass all properties fronting State Street between the 900 East intersection and 1860 South.

(c) *Applicability*. The South State Street Design Guidelines will serve as a supplement to the Zoning Ordinance. New construction, additions and exterior alterations to all principal buildings and accessory buildings that are located within one hundred (100) feet of South State Street and any public street that intersects with South State Street for one hundred (100) feet from South State Street shall be subject to these Design Guidelines.

(e) *Building Location*.

(i) Buildings shall be located a minimum of ten (10) feet but no more than twenty (20) feet from the front or street side yard property lines. All areas between the front or street side yard property lines and any principal building shall be landscaped as follows:

(A) One (1) tree shall be provided for every fifty (50) feet of building frontage. Trees may be grouped or spaced evenly.

(B) Foundation plantings shall be used to achieve a minimum fifty percent (50%) coverage at maturity. Layered planting is encouraged.

(C) Landscape should be used to highlight primary entryways.

(ii) Paving in the front or street side yards shall be limited to driveways that lead directly to interior side yard or rear yard parking. All front and street side yard areas that are not used as a driveway shall be landscaped at the same depth as the front or street side yard located between the principal building(s) and the public street.

(iii) All structures shall have at least one (1) primary entry that faces State Street.

(iv) Entryways shall be highlighted (focal point) with design elements and variations that give orientation, transition, and aesthetically pleasing character to the building. Each principal building on site should have clearly defined, highly visible customer entrances. In all cases, entryways should provide protection from the weather by projecting away from the main facade and by utilizing one (1) or more of the following design elements listed below:

(A) Awnings.

(B) Canopies, arcades, or porticos.

(C) Alcoves.

(D) Overhangs/eaves.

Clyde CAPITAL GROUP

PROVO PLANNING COMMISSION

7.6.2026

CONCEPT SITE PLAN



IRONTON

CONCEPT PLAN
PROVO REZONE

MAP DATE: 05.30.2025

SCALE: 1"=60'

LDG

CLYDE COMPANIES

Clyde CAPITAL GROUP

PRECEDENT IMAGERY



CIRCULATION PLAN



CONCEPT PARKING PLAN



IRONTON

PARKING PLAN
PROVO REZONE
MAP DATE: 03.20.2025

SCALE: 1"=80'

TRAFFIC IMPACT STUDY RECOMMENDATIONS



PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: AARDMORE
Presenter: Aaron Ardmore, Planning Supervisor
Department: Development Services
Meeting Date: 8/11/2026
Requested Duration (Minutes): 15 minutes
CityView or Issue File Number: PLRZ20260006

SUBJECT: 15 An ordinance amending the zone map classification of real property, generally located at 3657 S Sierra Vista Way, from the PIC zone to the medium density residential (MDR) and general commercial (CG) zones. Spring Creek. (PLRZ20260006)

ADMINISTRATIVE RECOMMENDATION: Planning Commission recommends approval.

ADMINISTRATIVE MEMO: STAFF ANALYSIS
Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:
(a) Public purpose for the amendment in question;

Applicant Response: “The purpose of the requested rezone is to facilitate the development of Springville Rising, a compact, walkable mixed-use district that embodies the principles of sustainable urban design and smart growth.”

Staff Response: The proposed zone changes are needed to facilitate the development plan imagined with the concepts shown in the below attachment and described above.

FINDING: Meets standard.

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response: “The [proposed zoning] will allow for a greater diversity of land uses and housing types while enhancing pedestrian mobility, neighborhood connectivity, and economic vitality. In contrast, the existing Planned Industrial Commercial (PIC) zoning primarily accommodates industrial and large-format commercial uses that do not support the creation of a pedestrian-oriented, mixed-use environment.”

Staff Response: The proposed MDR and CG zones are the best fit to deliver the proposed development.

FINDING: Meets standard.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response: “The proposed amendment supports and advances the overarching goals and policies of the Provo City General Plan by:
- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents
- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community.”

Staff Response: The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the Southeast Neighborhoods Plan.

FINDING: Meets standard.

(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated;

Applicant Response: No response.

Staff Response: There are no provisions for timing and sequencing articulated for this.

FINDING: Meets standard.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies;

Applicant Response: “the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community.”

Staff Response: The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

FINDING: May meet standard, depending on priorities.

(f) Adverse impacts on adjacent landowners; and

Applicant Response: No response.

Staff Response: Adjacent landowners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

FINDING: Meets standard.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response: No response.

Staff Response: Staff have confirmed the General Plan and Zone Map designations are correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.
Applicant Response: No response.

Staff Response: Policies have taken precedence.

FINDING: Meets standard.

In addition to the criteria from Provo City Code 14.02 addressed above, the General Plan has established criteria for any zone change for residential development, found on page 45, as follows: (staff responses in bold)

• Would the rezone promote one of the top 3 housing strategies? Yes

? Promote a mix of home types, sizes, and price points Yes, there are a variety of townhome and condo layouts proposed in the concept plans.

? Support zoning to promote ADUs and infill development No, building types would not permit ADU's and this would not be considered infill development.

? Recognize the value of single-family neighborhoods Possibly, these units may take pressure off of over-occupying or densifying single-family neighborhoods.

• Are utilities and streets currently within 300 feet of the property proposed for rezone? Yes.

• Would the rezone exclude land that is currently being used for agricultural use? Yes.

• Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? Yes, UTA route 821 Main St / 1400 N stop is within a half-mile.

• Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? No.

• Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? Maybe, though the concept provides more off-street parking than is required by code.

• Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? Unknown, the applicant has been informed of this priority. Is the applicant willing to guarantee such? Unknown.

• Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI? Is the applicant willing to guarantee such? Unknown, the applicant has been informed of this priority.

FISCAL IMPACT: None

COUNCIL STAFF MEMO:

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 3657 S SIERRA VISTA WAY, FROM THE PLANNED INDUSTRIAL COMMERCIAL (PIC) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (MDR) AND GENERAL COMMERCIAL (CG) ZONES. SPRING CREEK NEIGHBORHOOD. (PLRZ20260006)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 21.6 acres of real property, generally located at 3657 S Sierra Vista Way (an approximation of which is shown or described in Exhibit A and a more precise description of which is shown in Exhibit B), be amended from the Planned Industrial Commercial (PIC) Zone to the Medium Density Residential (MDR) and General Commercial (CG) Zones;

On July 8, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval** of the proposal to the Municipal Council by a 4:2 vote;

The Planning Commission's recommendation was based on the project design presented to the Commission;

On August 11, 2026, the Municipal Council met to determine the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the Planning Commission's recommendation and the facts presented to the Municipal Council, and having considered the impact of the proposed ordinance on family health, stability, and formation, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

The classification on the Provo Zoning Map is amended from the Planned Industrial Commercial (PIC) Zone to the Medium Density Residential (MDR) and General Commercial (CG) Zones for the real property described in this ordinance.

PART II:

The Mayor is authorized to negotiate and execute a development agreement as proposed by the applicant for this zone change, consistent with the representations made by the applicant and the applicant's representatives to the Council. An executed copy of the agreement will be attached as Exhibit C after execution. The zone map classification change described in Part I is not effective until the date of final execution of the development agreement.

PART III:

A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance controls.

B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.

C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

D. The Municipal Council directs that the Provo Zoning Map be updated and codified to reflect the provisions enacted by this ordinance.

E. Notwithstanding any provision or language to the contrary in this ordinance, if the Development Agreement authorized in Part II has not been fully executed by the necessary parties within one year from the date of the Municipal Council's approval of this ordinance, the entire ordinance expires, becoming null and void as if it had never been approved. Because the zone map classification change contemplated in Part I cannot come into effect if the Development Agreement is not executed, neither the applicant nor any successor(s) in interest has any vested rights under this ordinance if it expires.

EXHIBIT A

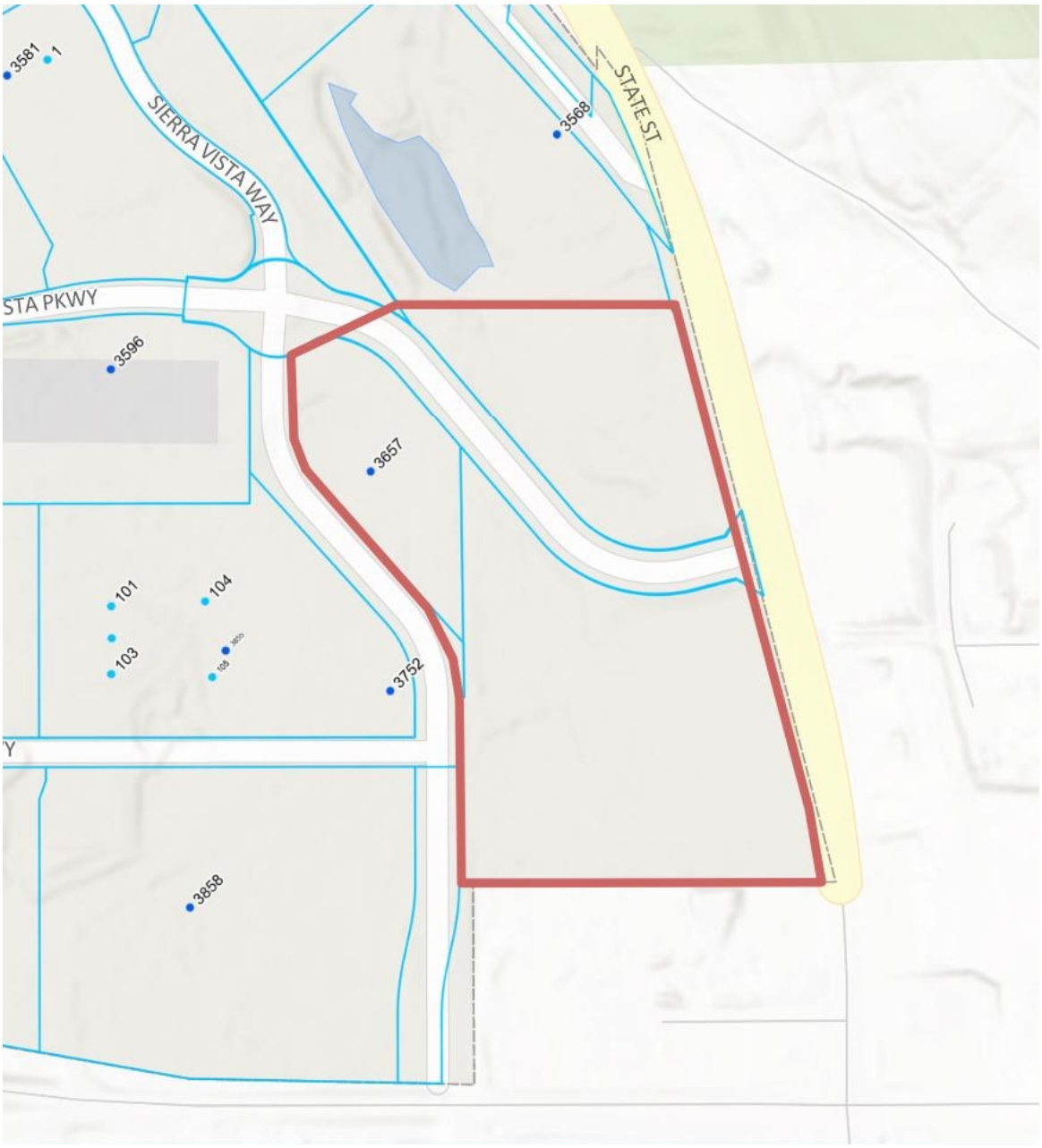

3581
1
SIERRA VISTA WAY
STATE ST
3568
STA PKWY
3596
3657
101
104
103
3752
3858

EXHIBIT B

MDR (NORTH PARCELS)

All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

BEGINNING AT A POINT NORTH 76°21'13" WEST, A DISTANCE OF 1078.45 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 30°36'56" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 75°36'56" WEST, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°23'02" WEST, A RADIAL DISTANCE OF 250.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 63°49'57", A DISTANCE OF 278.52 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 40°33'03" WEST, A DISTANCE OF 502.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°35'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 58.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 34°11'46" WEST, A DISTANCE OF 49.41 FEET; THENCE EAST, A DISTANCE OF 627.22 FEET; THENCE SOUTH 14°36'38" EAST, A DISTANCE OF 510.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,083.93 SQUARE FEET OR 5.7641 ACRES, MORE OR LESS.
PARCEL ID: 23-002-0041

BEGINNING AT A POINT NORTH 83°27'43.67" WEST, 1018.22 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07’58” EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 523.57 FEET; THENCE S 81°22'31.49" W, 46.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS S 85°41'15.75" W, 45.12 FEET; THENCE S 89°59'60.00" W, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS S 76°04'30.32" W, 72.20 FEET; THENCE S 62°09'00.64" W, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS S 76°03'19.63" W, 48.06 FEET; THENCE S 89°57'38.61" W, 113.68 FEET; THENCE N 00°00'46.51" W, 351.56 FEET; THENCE N 90°00'00.00" E, 12.49 FEET; THENCE N 00°43'39.00" W, 122.41 FEET; THENCE N 00°43'39.00" W, 444.02 FEET; THENCE S 40°33'05.51" E, 278.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 63°50'00.22", AND WHOSE LONG CHORD BEARS S 72°28'03.00" E, 370.08 FEET;

THENCE N 75°36'56.00" E, 95.60 FEET; THENCE S 59°23'04.00" E, 31.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 432,621.50 SQUARE FEET OR 9.93 ACRES, MORE OR LESS.

CG (SOUTH PARCEL)

BEGINNING AT A POINT SOUTH 56°50'19.39" WEST, 1013.48 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 91.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,116.80 FEET, A DELTA ANGLE OF 01°23'39.75", AND WHOSE LONG CHORD BEARS S 06°12'57.00" E, 75.85 FEET; THENCE N 89°54'40.00" W, 821.78 FEET; THENCE N 00°00'46.51" W, 66.33 FEET; THENCE N 89°57'38.61" E, 113.68 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS N 76°03'19.63" E, 48.06 FEET; THENCE N 62°09'00.64" E, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS N 76°04'30.32" E, 72.20 FEET; THENCE N 89°59'60.00" E, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS N 85°41'15.75" E, 45.12 FEET; THENCE N 81°22'31.49" E, 46.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 105,225.19 SQUARE FEET OR 2.42 ACRES, MORE OR LESS.

Provo City Planning Commission

Report of Action

July 08, 2026

***ITEM 4** Eric Langvardt requests a Zone Map Amendment from the PIC (Planned Industrial Commercial) Zone to the MDR and CG Zones for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLRZ20260006

The following action was taken by the Planning Commission on the above described item at its regular meeting of July 08, 2026:

RECOMMENDED APPROVAL

On a vote of 4:2, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Tosh Metzger
Second By: Jon Lyons
Votes in Favor of Motion: Tosh Metzger, Jon Lyons, Matt Wheelwright, Melissa Kendall
Votes Not in Favor: Jonathon Hill (believes de-annexing to Springville may be better), Joel Temple
Matt Wheelwright was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

The property to be rezoned to the MDR and CG Zones is described in the attached Exhibit A.

RELATED ACTIONS

PLGPA20260012, agenda item #3, July 8, 2026, Planning Commission agenda, recommended approval.
PLCP20260011, agenda item #5, July 8, 2026, Planning Commission agenda, approved with conditions.

APPROVED/RECOMMENDED OCCUPANCY

*258 Total Units
*Type of occupancy approved: Family
*Standard Land Use Codes 1112, 1151, 5810

APPROVED/RECOMMENDED PARKING

*582 residential and 94 commercial total parking stalls required
*659 residential and 146 commercial total parking stalls provided

DEVELOPMENT AGREEMENT

- Applies - referred applicant to Council Attorney.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Staff responded to Planning Commission questions regarding code standards, parking, concept site plan details, and adjacent uses during the hearing.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 10/15/2025.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood District Chair was not present or did not address the Planning Commission during the hearing.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following: None.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Adam Ostler (Clyde Companies) gave an overview of the proposal and answered planning commission questions

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Transition standards from the adjacent industrial users;
- Annexation or de-annexation of property so development falls entirely in Springville;
- Price points, design of residential units;
- Potential for overflow parking;
- Desire for improved walkability and connectivity within the area;
- Remediation efforts for the soils in the area; and
- Powerline corridor design and setbacks.
- Commissioners directed the applicant to comply with the South State Street design corridor by bringing a structure to the State Street frontage in the proposed CG zone area.
- The Commission deliberated on the proposals, indicating that there is some concern with the adjacent uses, connectivity, and isolated feel of the proposal. There was also some concern regarding the loss of industrial land to residential without a tax benefit to Provo.
- Some commissioners noted that the development fits with the pattern of South State Street and that this would be a good starting point for development in this area.
- The Commission determined that the South State Street design corridor does apply to the entire site and project plans will need to reflect compliance with those standards.

Planning Commission Chair

Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Development Services Department, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

MDR (NORTH PARCELS)
All of Lot 3 of New Vista South Subdivision located in the Northwest Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian, recorded as Entry Number 11625-2019 in Map Book 47, Page 358 of the Utah County Recorder's Office.

CONTAINING 153,007 SQUARE FEET OR 3.513 ACRES, MORE OR LESS.
PARCEL ID: 47-358-0003

BEGINNING AT A POINT NORTH 76°21'13" WEST, A DISTANCE OF 1078.45 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 30°36'56" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 75°36'56" WEST, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 14°23'02" WEST, A RADIAL DISTANCE OF 250.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 63°49'57", A DISTANCE OF 278.52 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 40°33'03" WEST, A DISTANCE OF 502.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°35'04"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 58.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 34°11'46" WEST, A DISTANCE OF 49.41 FEET; THENCE EAST, A DISTANCE OF 627.22 FEET; THENCE SOUTH 14°36'38" EAST, A DISTANCE OF 510.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,083.93 SQUARE FEET OR 5.7641 ACRES, MORE OR LESS.
PARCEL ID: 23-002-0041

BEGINNING AT A POINT NORTH 83°27'43.67" WEST, 1018.22 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 523.57 FEET; THENCE S 81°22'31.49" W, 46.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS S 85°41'15.75" W, 45.12 FEET; THENCE S 89°59'60.00" W, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS S 76°04'30.32" W, 72.20 FEET; THENCE S 62°09'00.64" W, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS S 76°03'19.63" W, 48.06 FEET; THENCE S 89°57'38.61" W, 113.68 FEET; THENCE N 00°00'46.51" W, 351.56 FEET; THENCE N 90°00'00.00" E, 12.49 FEET; THENCE N 00°43'39.00" W, 122.41 FEET; THENCE N 00°43'39.00" W, 444.02 FEET; THENCE S 40°33'05.51" E, 278.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 63°50'00.22", AND WHOSE LONG CHORD BEARS S 72°28'03.00" E, 370.08 FEET; THENCE N 75°36'56.00" E, 95.60 FEET; THENCE S 59°23'04.00" E, 31.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 432,621.50 SQUARE FEET OR 9.93 ACRES, MORE OR LESS.

CG (SOUTH PARCEL)
BEGINNING AT A POINT SOUTH 56°50'19.39" WEST, 1013.48 FEET, FROM THE NORTH QUARTER CORNER, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT HAVING THE BASIS OF BEARING, SOUTH 00°07'58" EAST, 2684.72 FEET, BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION; RUNNING THENCE S 14°36'03.43" E, 91.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,116.80

FEET, A DELTA ANGLE OF 01°23'39.75", AND WHOSE LONG CHORD BEARS S 06°12'57.00" E, 75.85 FEET; THENCE N 89°54'40.00" W, 821.78 FEET; THENCE N 00°00'46.51" W, 66.33 FEET; THENCE N 89°57'38.61" E, 113.68 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 27°48'37.97", AND WHOSE LONG CHORD BEARS N 76°03'19.63" E, 48.06 FEET; THENCE N 62°09'00.64" E, 121.14 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 27°50'59.36", AND WHOSE LONG CHORD BEARS N 76°04'30.32" E, 72.20 FEET; THENCE N 89°59'60.00" E, 361.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 08°37'28.51", AND WHOSE LONG CHORD BEARS N 85°41'15.75" E, 45.12 FEET; THENCE N 81°22'31.49" E, 46.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 105,225.19 SQUARE FEET OR 2.42 ACRES, MORE OR LESS.

DEVELOPMENT SERVICES

Planning Commission Hearing Staff Report Hearing Date: July 8, 2026

***ITEM 4** Eric Langvardt requests a Zone Map Amendment from the PIC (Planned Industrial Commercial) Zone to the MDR and CG Zones for 21.6 acres of land as part of a mixed-use development plan, located approximately at 3657 S Sierra Vista Way. Spring Creek Neighborhood. Aaron Ardmore (801) 852-6404 aardmore@provo.gov PLRZ20260006

APPLICANT:	Eric Langvardt
PROPERTY OWNER:	Springville Rising LLC
PARCEL ID:	23:014:0013; 47:358:0003; 23:002:0041
ACREAGE:	21.6
CURRENT LEGAL USE:	Vacant
GENERAL PLAN DESIGNATION:	Industrial (I)
CURRENT ZONE:	Planned Industrial Commercial (PIC)
APPLICATION TYPE:	Legislative Decision – Planning Commission will make a recommendation to the City Council.

PROPERTY HISTORY

The three properties included in this proposed project make up the southeast point of Provo City and have been zoned PIC since their inclusion into city boundaries. These vacant properties have no history of building permits or legal established uses but have been used for construction storage at times over the past twenty years.

NEIGHBORHOOD FEEDBACK

This proposal was introduced to the East District Neighborhood (formerly District 2) on October 15, 2025. The minutes of that discussion are attached to this report (attachment #3) and include resident concerns regarding lack of economic/sales tax benefit to Provo, balance of land uses, traffic, amenities, public benefits, and Provo identity.

PROJECT SUMMARY

The proposed project is a part of the vision from Clyde Companies that flows through Springville City and Provo City attempting to deliver a walkable, mixed-use corridor. The Provo portion of proposal includes approximately 9,960 square feet of retail space across 2.42 acres of proposed General Commercial (CG) Zoning, 90 condominium units and 168 townhome units over 19.2 acres of proposed Medium Density Residential (MDR) Zoning, and associated parking and amenity areas.

This proposal includes the concept plan referred to above, a General Plan Map Amendment to change the designation of the property from the Industrial (I) designation to the Mixed-Use (MU) designation, and this Zone Map Amendment from the PIC Zone to the MDR and CG Zones.

STAFF ANALYSIS

Before recommending an amendment, the Commission must find that the amendment serves the public interest and aligns with the General Plan, based on consideration of the following:

(a) Public purpose for the amendment in question;

Applicant Response: "The purpose of the requested rezone is to facilitate the development of Springville Rising, a compact, walkable mixed-use district that embodies the principles of sustainable urban design and smart growth."

Staff Response: The proposed zone changes are needed to facilitate the development plan imagined with the concepts shown in the below attachment and described above.

FINDING: Meets standard.

(b) Confirmation that the public purpose is best served by the amendment in question;

Applicant Response: "The [proposed zoning] will allow for a greater diversity of land uses and housing types while enhancing pedestrian mobility, neighborhood connectivity, and economic vitality. In contrast, the existing Planned Industrial Commercial (PIC) zoning primarily accommodates industrial and large-format commercial uses that do not support the creation of a pedestrian-oriented, mixed-use environment."

Staff Response: The proposed MDR and CG zones are the best fit to deliver the proposed development.

FINDING: Meets standard.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives;

Applicant Response: "The proposed amendment supports and advances the overarching goals and policies of the Provo City General Plan by:

- Encouraging mixed-use development patterns that integrate residential, commercial, and recreational opportunities within a cohesive urban framework that provides a sense of community and vibrant economy
- Fostering a sense of place and community identity through dynamic and safe public spaces for city residents
- Providing additional housing to build on the commitment to make Provo a desirable and attainable place to live
- Promote a connected network of streets, pedestrian trials, and bike lanes to efficiently move people and vehicles to enhance neighborhood accessibility and promote a dense and walkable community."

Staff Response: The applicant has cited goals from the General Plan policies above from chapters 3, 4, 5, and 6 of the General Plan; and chapters 3 and 5 from the

Southeast Neighborhoods Plan.

FINDING: Meets standard.

(d) Consistency of the proposed amendment with the General Plan's "timing and sequencing" provisions on changes of use, insofar as they are articulated;

Applicant Response: No response.

Staff Response: There are no provisions for timing and sequencing articulated for this.

FINDING: Meets standard.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan's articulated policies;

Applicant Response: "the amendment affects only a limited portion of the existing PIC district, ensuring that the broader industrial and commercial land use objectives of the area remain intact. This targeted change provides an opportunity to diversify the local economic base while enhancing the overall urban fabric of the community."

Staff Response: The proposal will reduce the available land for industrial development in the city. The Planning Commission and City Council will need to evaluate the benefits of this proposal against the economic development goals and policies related to industrial commercial development.

FINDING: May meet standard, depending on priorities.

(f) Adverse impacts on adjacent landowners; and

Applicant Response: No response.

Staff Response: Adjacent landowners include industrial users and vacant industrial land to the west and north in Provo, and residential and commercial uses to the east and south in Springville. Increased traffic in this area could be seen as an adverse impact of this proposal, but the traffic impact study has illustrated improvements to mitigate that.

FINDING: Meets standard.

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Applicant Response: No response.

Staff Response: Staff have confirmed the General Plan and Zone Map designations are

correct.

FINDING: Meets standard.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Applicant Response: No response.

Staff Response: Policies have taken precedence.

FINDING: Meets standard.

In addition to the criteria from Provo City Code 14.02 addressed above, the General Plan has established criteria for any zone change for residential development, found on page 45, as follows: (staff responses in **bold**)

- Would the rezone promote one of the top 3 housing strategies? **Yes**
  - Promote a mix of home types, sizes, and price points **Yes, there are a variety of townhome and condo layouts proposed in the concept plans.**
  - Support zoning to promote ADUs and infill development **No, building types would not permit ADU's and this would not be considered infill development.**
  - Recognize the value of single-family neighborhoods **Possibly, these units may take pressure off of over-occupying or densifying single-family neighborhoods.**
- Are utilities and streets currently within 300 feet of the property proposed for rezone? **Yes.**
- Would the rezone exclude land that is currently being used for agricultural use? **Yes.**
- Does the rezone facilitate housing that has reasonable proximity (1/2 mile) to public transit stops or stations? **Yes, UTA route 821 Main St / 1400 N stop is within a half-mile.**
- Would the rezone encourage development of environmentally or geologically sensitive, or fire or flood prone, lands? If so, has the applicant demonstrated these issues can reasonably be mitigated? **No.**
- Would the proposed rezone facilitate the increase of on-street parking within 500 feet of the subject property? If so, is the applicant willing to guarantee use of a TDM in relation to the property to reduce the need for on-street parking? **Maybe, though the concept provides more off-street parking than is required by code.**
- Would the rezone facilitate a housing development where a majority of the housing units are owner-occupied? **Unknown, the applicant has been informed of this priority.**
  Is the applicant willing to guarantee such? **Unknown.**

• Would the proposed rezone facilitate a housing development where at least 10% of the housing units are attainable to those making between 50-79% AMI? Is the applicant willing to guarantee such? **Unknown, the applicant has been informed of this priority.**

POSSIBLE MOTIONS AND FINDINGS

The Planning Commission may make any of the following findings:

1. **Recommend Approval**: The proposal is consistent with the General Plan. (*Planning Commission recommends approval to the City Council of a Zone Map Amendment from the PIC Zone to the MDR and CG Zones for 21.6 acres of land located at 3657 S Sierra Vista Way*)
2. **Recommend Denial**: The proposal is not consistent with the General Plan. (*Planning Commission recommends denial to the City Council of a Zone Map Amendment from the PIC Zone to the MDR and CG Zones for 21.6 acres of land located at 3657 S Sierra Vista Way*)
3. **Continue**: New information presented at the public hearing or additional study needs to be done. (*The Planning Commission continues this item (state reasons*)

ATTACHMENTS

1. Current Zone Map
2. Concept Plan
3. Neighborhood Meeting Minutes

ATTACHMENT 1 – CURRENT ZONE MAP



ATTACHMENT 2 – CONCEPT PLAN



IRONTON

CONCEPT PLAN
PROVO REZONE
MAP DATE: 05.06.2026

SCALE: 1"=60'

LDG

CLYDE COMPANIES

ATTACHMENT 3 – NEIGHBORHOOD MEETING MINUTES

Proposed mixed use (residential and commercial) development project at State Street & Mountain Vista Parkway in the Spring Creek Neighborhood – Ryan Christofferson of Clyde Capital Group

Neighborhood Coordinator Rachel Breen noted this project is still in the idea phase.

Ryan Christofferson of Clyde Capital Group presented plans for approximately 40 acres on Provo's southeast corner extending into Springville, with half in each city. The overall vision includes a retail core with amenities like an ice rink and event lawn space to bring community together with retail, connected by pedestrian-friendly design to integrate the community with retail space.

On the Provo side, plans include 123 mid-density residentials (condominiums) in the northeast corner, surrounded by 174 townhomes, all for-sale products rather than rentals, plus 16,000 square feet of commercial space on the south end. The property is currently zoned industrial, and they seek mixed-use designation.

When asked for orientation, Christofferson clarified the location is west of State Street. Regarding retail type, he emphasized heavy food and beverage focus rather than general retail. The ice rink would be located in the area marked "community commons."

A South Provo resident expressed concern that all retail appears on Springville's side, meaning it won't appear in Google searches for South Provo and provides no sales tax benefit to Provo. Christofferson explained market demands drove the location at the busy 1400/State Street intersection, but acknowledged the concern about Provo getting all residential while Springville gets retail. He noted both cities are working on an interlocal tax-share agreement through their economic developers and city managers.

When asked if the ice rink would compete with Provo’s Peaks Ice Arena, Christofferson said they just want an amenity bringing people to the food and beverage retail space for gatherings and events, mentioning possibilities like March Madness viewing on the event lawn.

Multiple residents raised concerns about sales tax revenue, with one directly asking what benefit Provo receives beyond condominiums when residents will shop in Springville and an ice rink might reduce Peaks Ice Arena revenue. Christofferson acknowledged Provo would receive property tax income and emphasized they're asking both cities to work together on tax sharing through the interlocal agreement because the development works better as a whole than separated. Christofferson noted developers have stepped aside to let the cities determine specifics.

A resident asked about likelihood of achieving an interlocal agreement and precedent for Provo-Springville tax revenue sharing. Aaron Ardmore responded that it's a priority for Provo to recommend approval, requiring both rezoning and general plan amendment. Staff support depends on achieving interlocal sales tax sharing. While this is a first-of-its-kind proposal without precedent, Provo's economic development director Cody Hill is working closely with Springville's city manager. Without the agreement, staff support would be impacted.

A Zoom participant asked about grocery store plans given South Provo's lack of nearby grocery options. Christofferson indicated they're looking at neighborhood grocery store possibilities and working through it.

One resident suggested running retail and condominiums parallel rather than stacking them, allowing access from both Main Street and 1400 South so both cities naturally get half of each. Christofferson said they would take it into consideration.

The final question asked about the Clyde headquarters shown on the map, with Christofferson confirming Clyde Companies has broken ground on their new headquarters there, not just a sales office. When asked how much Clyde would make from the development, Christofferson only responded they're "giving a lot back to the community on this one" without providing specific numbers.

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JAHILL
Presenter: Cody Hill, Economic Development Division Director
Department: Development Services
Meeting Date: 8/11/2026
Requested Duration (Minutes): 20 minutes
CityView or Issue File Number: 26-062

SUBJECT: 16 A resolution approving an interlocal cooperation agreement between Provo City and Springville City to share net benefits from the Springville Rising development (26-062)

ADMINISTRATIVE RECOMMENDATION: Consider entering into an interlocal Agreement with Springville City to share net revenues from the development.

ADMINISTRATIVE MEMO: Clyde Companies was founded in Springville, Utah and still has significant operations there. It is planning to return its headquarters to Springville and is planning, in conjunction with its new headquarters, a mixed-use development which straddles the border between Provo and Springville. The Springville Rising Development (the "Development") spans 31 acres. 21.62 of the acres are in Provo City and 8.57 acres are in Springville City. The Development's location is shown on the maps in the staff report.

The Development consists of the 167 residential units and 120,796 square feet of commercial space.

The 21.62 acres in Provo is currently zoned Planned Industrial Commercial ("PIC"). Clyde Companies is requesting Provo City rezone the land from PIC to Medium Density Residential ("MDR") and General Commercial ("CG") Zones. In the Planning Commission Meeting held on 7/8/2026, the Planning Commission voted in favor of recommending the zone change request and associated amendment to the General Plan Map.

Potential Issues
One potential concern for Provo City is the makeup and placement of the mixed-use development. Provo is slated to hold 100% of the project's residential development but only 10% of the commercial development. Residential development generally contributes more towards a city's costs compared to commercial development, which typically provides cities with more revenues relative to costs though higher property values (primary residential is discounted 45% for the assessed taxable value) and sales tax revenues. The layout of the development appears to provide Springville with most of

the benefits, the commercial development, while saddling Provo with more costly residential development.
The second potential concern relates to the request to change the zoning from PIC to mostly MDR with a little CG. The fear is that PIC would be a more beneficial and productive zone for the land for Provo City compared to mostly residential with a little bit of commercial. Under PIC zoning, the City would expect to see nonpolluting light manufacturing uses, commercial uses, and professional office uses develop. These uses would produce more jobs, help diversify and strengthen Provo's economy, and create less in the way of additional costs to the City. This compounds the concern that, by supporting and permitting the development, Provo City will be increasing its costs and reducing its revenues.

Solution
A proposed solution to the potential concerns is for Provo and Springville to share net revenues with each other. Both cities calculate their total revenues from the Development from property taxes and sales taxes. Both cities estimate their costs from the Development from providing public safety. The cities then determine what their net benefit was. The city with the greater benefit divides the difference between their net benefit and the other city's net benefit by 2, keeps one half of the amount, and shares the other half with the other City.

FISCAL IMPACT: In a year with low sales tax revenues, Provo would transfer $19,000 to Springville. In a year with high sales tax revenues, Provo would receive $16,000 from Springville.

COUNCIL STAFF MEMO:

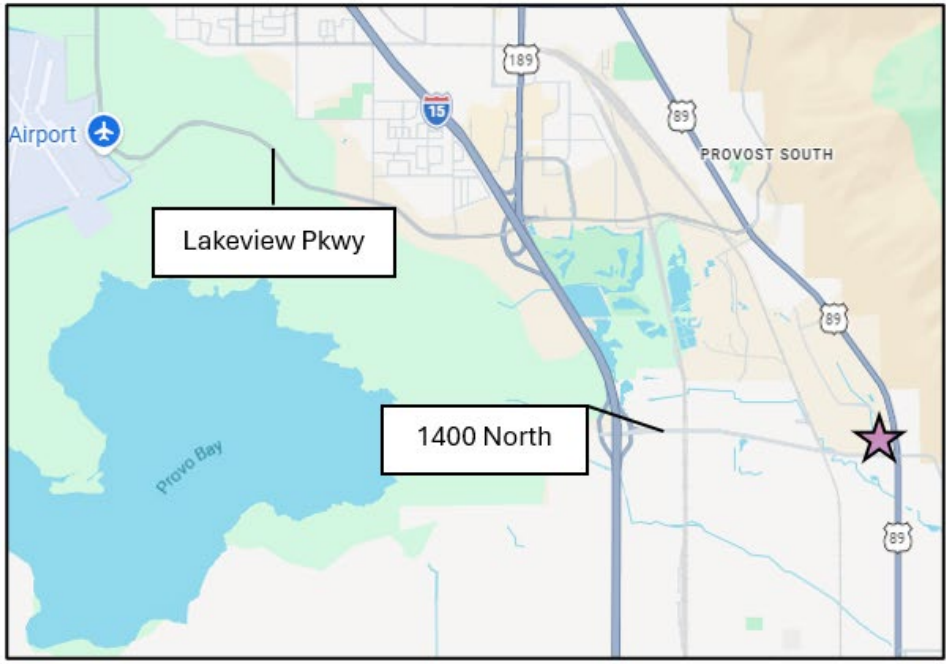
Provo City Council
8/11/2026 Work Session

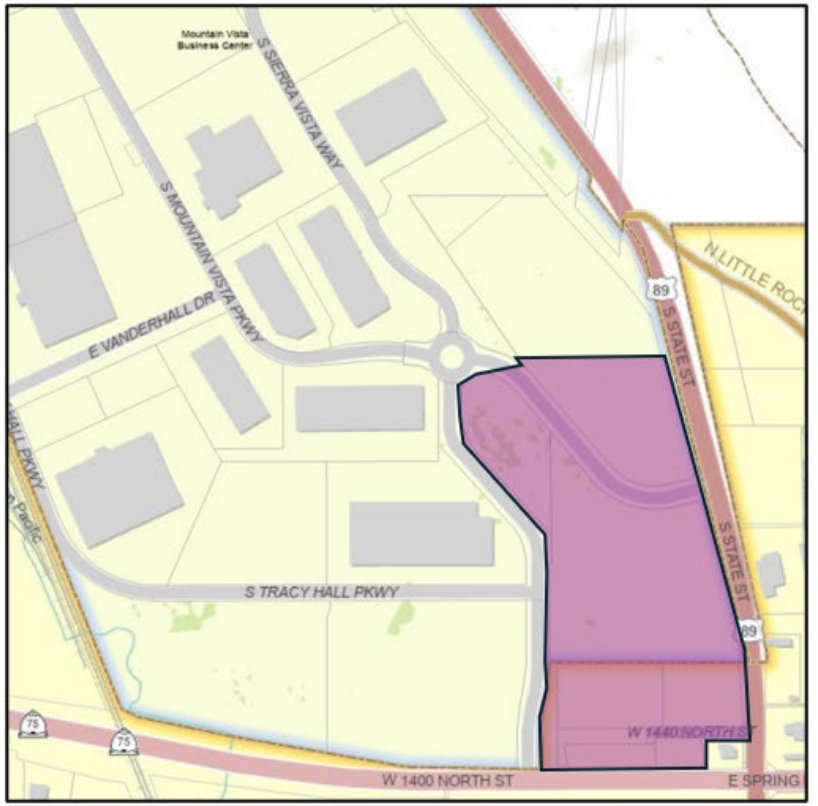
Springville Rising Development Interlocal Agreement Between Provo City and Springville City

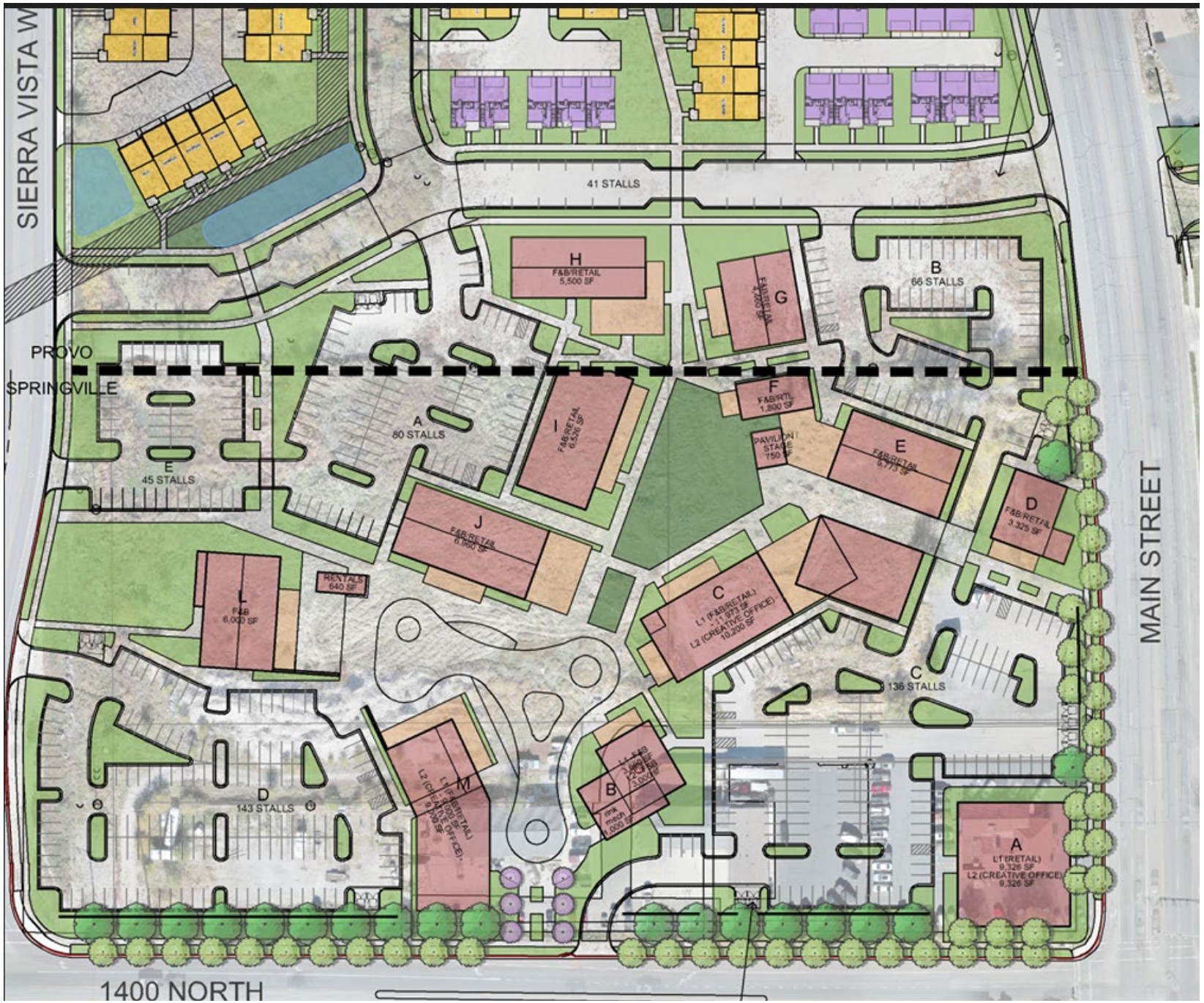
Background

The Springville Rising Development (the “Development”) spans 31 acres.

- 21.62 acres in Provo City
- 8.57 acres in Springville City







provo

WELCOME HOME

Background

	Townhomes	Condos	Food & Beverage / Retail	Office
Provo	167 Units	90 Units	9,960 SqFt	0 SqFt
Springville	0 Units	0 Units	67,283 SqFt	27,526 SqFt
Total	**165 Units**	**90 Units**	**77,243 SqFt**	**27,526 SqFt**

Background

Rev & Exp Considered	Low	High
Provo	$ 102,631	$ 114,809
Springville	$ 64,400	$ 146,671
	$ 19,115	$ (15,931)

Low After Payment $83,515

High After Payment $130,740

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN PROVO CITY AND SPRINGVILLE CITY TO SHARE NET BENEFITS FROM THE SPRINGVILLE RISING DEVELOPMENT (26-_____)

RECITALS:

Utah State Code provides in Title 11, Chapter 13, Part 2 for Public Agencies to enter into Interlocal Cooperation Agreements for joint or cooperative undertakings. Section 215 enumerates specifically that a city may, at the discretion of the local governing body, share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency;

It is proposed that Provo City enters into an Interlocal Cooperation Agreement with Springville City to share net benefits the cities generated from the Springville Rising Development;

The proposed Interlocal Cooperation Agreement between Provo City and Springville City is a part of the Resolution and attached hereto as **Exhibit A**;

On August 11, 2026, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed Interlocal Cooperation Agreement should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Mayor is authorized to enter into the Interlocal Cooperation Agreement between Provo City and Springville City attached to this Resolution as Exhibit A and to authorize staff to administer the Agreement through the term of the Agreement.

PART II:

This resolution takes effect immediately. The Interlocal Cooperation Agreement attached hereto as Exhibit A ~~shall~~ takes effect upon execution by both parties.

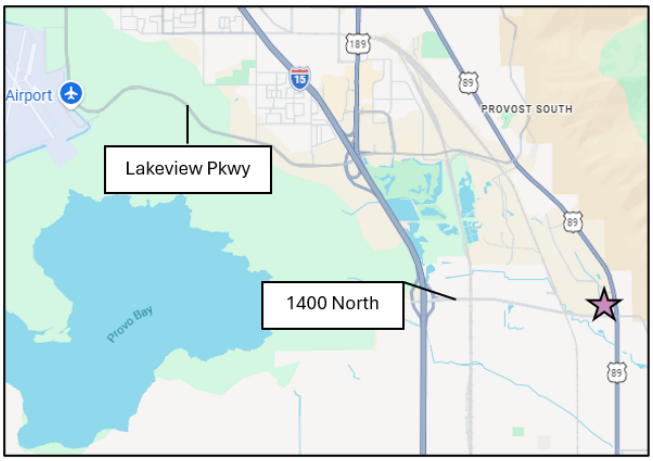
PROVO MUNICIPAL COUNCIL STAFF REPORT

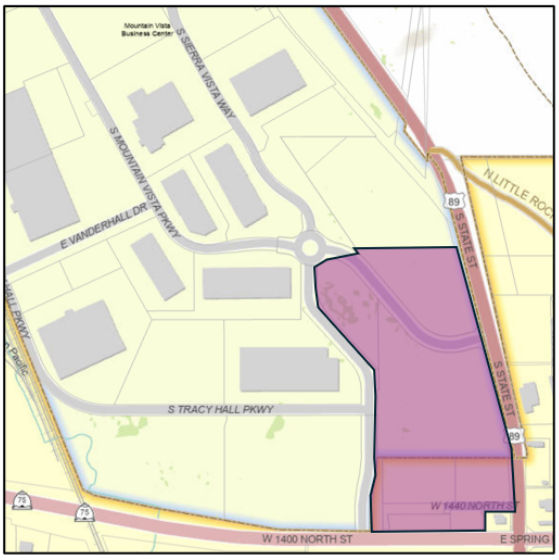
Submitter: Cody Hill
Presenter: Cody Hill, Economic Development Division Director
Department: Development Services
Requested Meeting Date: August 11, 2026
Requested Duration (Minutes): 20
CityView or Issue File Number:

SUBJECT: Springville Rising Development Interlocal Agreement Between Provo City and Springville City

RECOMMENDATION: Consider entering into an Interlocal Agreement with Springville City to share net revenues from the development.

BACKGROUND: Clyde Companies was founded in Springville, Utah and still has significant operations there. It is planning to return its headquarters to Springville and is planning, in conjunction with its new headquarters, a mixed-use development which straddles the border between Provo and Springville. The Springville Rising Development (the "Development") spans 31 acres. 21.62 of the acres are in Provo City and 8.57 acres are in Springville City. The Development's location is shown on the maps below.





The Development consists of the following:

	Townhomes	Condos	Food & Beverage / Retail	Office
Provo	167 Units	90 Units	9,960 SqFt	0 SqFt
Springville	0 Units	0 Units	67,283 SqFt	27,526 SqFt
Total	**165 Units**	**90 Units**	**77,243 SqFt**	**27,526 SqFt**

The 21.62 acres in Provo is currently zoned Planned Industrial Commercial (“PIC”). Clyde Companies is requesting Provo City rezone the land from PIC to Medium Density Residential (“MDR”) and General Commercial (“CG”) Zones. In the Planning Commission Meeting held on 7/8/2026, the Planning Commission voted in favor of recommending the zone change request and associated amendment to the General Plan Map.

Potential Issues

One potential concern for Provo City is the makeup and placement of the mixed-use development. Provo is slated to hold 100% of the project’s residential development but only 10% of the commercial development. Residential development generally contributes more towards a city’s costs compared to commercial development, which typically provides cities with more revenues relative to costs though higher property values (primary residential is discounted 45% for the assessed taxable value) and sales tax revenues. The layout of the development appears to provide Springville with most of the benefits, the commercial development, while saddling Provo with more costly residential development.

The second potential concern relates to the request to change the zoning from PIC to mostly MDR with a little CG. The fear is that PIC would be a more beneficial and productive zone for the land for Provo City compared to mostly residential with a little bit of commercial. Under PIC zoning, the City would expect to see nonpolluting light manufacturing uses, commercial uses, and professional office uses develop. These uses would produce more jobs, help diversify and strengthen Provo’s economy, and create less in the way of additional costs to the City. This compounds the concern that, by supporting and permitting the development, Provo City will be increasing its costs and reducing its revenues.

Solution

A proposed solution to the potential concerns is for Provo and Springville to share net revenues with each other. Both cities calculate their total revenues from the Development from property taxes and sales taxes. Both cities estimate their costs from the Development from providing public safety. The cities then determine what their net benefit was. The city with the greater benefit divides the difference between their net benefit and the other city’s net benefit by 2, keeps one half of the amount, and shares the other half with the other City.

FISCAL IMPACT: In a year with low sales tax revenues, Provo would transfer $19,000 to Springville. In a year with high sales tax revenues, Provo would receive $16,000 from Springville.

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Support economic growth and development

Exhibit A

INTERLOCAL COOPERATION AGREEMENT
(Development)

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between SPRINGVILLE CITY, a political subdivision of the State of Utah, with an address at 110 South Main Street, Springville, Utah 84663, and PROVO CITY, a political subdivision of the State of Utah, with an address at 445 W Center Street, Provo, Utah 84601.

RECITALS

A. Pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including cities of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action and to exchange services that they are each authorized by statute to provide.

B. Provo and Springville want to jointly encourage commercial and residential development along their mutual borders and desire to reduce risk for both cities by sharing in the tax proceeds generated from the development.

C. The governing bodies of Springville City and Provo City have by resolution agreed to adopt this Agreement.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

Section 1. Purpose.

This Agreement has been established and entered into between Springville City and Provo City for the purpose of agreeing to the terms under which the parties will mutually share in future tax proceeds from a development along the shared border between the cities at a location west of State Route 89 and north of State Route 75. The area consists of approximately 30.19 acres, exclusive of dedicated streets and comprising the following parcel serial numbers:

Provo	23:002:0041, 47:358:0003, 23:014:0013
Springville	23:015:0042, 23:015:0043, 23:015:0041, 40:465:0002, 40:465:0001, 23:015:0044, 47:417:0006

Section 2. Effective Date and Duration.

a. The governing body of each party shall approve this Agreement as required by the Interlocal Cooperation Act. This Agreement shall become effective on the date that both parties approve, execute and file it with the person who keeps the records of each party.

b. The term of this Agreement shall be from January 1, 2027 to December 31, 2042 ("Initial Term").

c. This Agreement shall be reviewed as to proper form and compliance with applicable law by an attorney for each of the parties.

Section 3. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The parties agree that, pursuant to Section 11-13-207 of the Utah Code Annotated, Springville City's City Administrator, or his or her designee, shall act as the administrator responsible for the administration of this Agreement and shall have all powers provided by Springville City rule, ordinance, or practice, as is necessary to administer and carry out this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational change in the parties.

Section 4. Revenue Sharing.

Springville City and Provo City will not commence sharing revenues until the Springville Rising development is 90% complete as measured by the total developed residential units and commercial square feet. The Springville Rising development plan proposes 120,796 square feet of commercial space and 257 residential units. Based on these estimates, once at least 108,716 square feet of commercial space is developed and 231 residential units, the cities will begin sharing net revenues.

Once at least 90% of the development is completed and within 60 days following the receipt of sales tax information for December of the preceding year, each party shall calculate the sales and local property tax collected on the subject parcels. The difference shall be split equally between the parties with the city receiving more tax revenues remitting payment for half the value to the other city within 30 days after the 60-day reporting period.

To balance the cost of providing police and fire services to the developed properties with the revenues that are coming into the two cities, Springville and Provo will estimate the cost to provide public safety services with the revenues the cities are receiving. These cost assumptions come from Provo City's Business & Rental License Fee Cost of Service Analysis, dated October 2025. The cities will assume each additional residential unit will generate an additional 0.06 calls for both police and fire respectively and each additional commercial pad will produce an additional 1.18 calls for police and 0.59 calls for fire. Table 17 of the Business & Rental License Fee Cost of Service Analysis details estimates for 52 different uses, however, to simplify managing this agreement, all uses will assume the assumptions for Accommodation and Food Services. The cost for a police call is $410.51 and the cost for a fire call is $379.44.

Below is an example of how costs will be calculated:

	Residential Units	Additional Police Calls per Unit	Cost for Police Call	Total Additional Cost for Police Calls		Additional Fire Calls per Unit	Cost for Fire Calls	Total Additional Cost for Fire Calls	Total Residential Public Safety Costs
Springville	0	0.06	$410.51	$0		0.06	$379.44	$0	$0
Provo	257	0.06	$410.51	$6,573		0.06	$379.44	$6,104	$12,677

	Retail Pads	Additional Police Calls per Retail Pad	Cost for Police Calls	Total Additional Cost for Police Calls		Additional Fire Calls per Retail Pad	Cost for Fire Calls	Total Additional Cost for Fire Calls	Total Commercial Public Safety Costs
Springville	16.8	1.18	$410	$8,148		0.59	$379.44	$3,766	$11,914
Provo	2.5	1.18	$410	$1,206		0.59	$379.44	$577	$1,764

	Total Residential Public Safety Costs	Plus	Total Commercial Public Safety Costs	Equals	Total Additional Costs
Springville	$0	+	$11,914	=	$11,914
Provo	$12,677	+	$1,764	=	$14,441

The city that receives more net benefit shares the difference between their net benefit and the other city's net benefit divided by 2.

Section 5. Definitions.

Sales Tax shall be calculated as the locally retained point of sale number. The formula shall be local sales tax collected on named parcels times 50%.

Property Tax shall be the sales tax collected under the respective city's total local property taxes for any given year. For the year 2025, the number is 0.001678 for Provo and 0.001079 for Springville.

Section 6. Termination

This Agreement shall terminate on December 31, 2042, but the parties expressly agree to make a final revenue sharing payment for calendar year 2042 in 2043.

Section 7. Indemnification

The parties to this Agreement are both governmental entities subject to the Governmental Immunity Act. Each party agrees to defend, indemnify and save harmless the other party for damages, claims, suits, and actions arising out of the negligent acts of its own officers or agents in connection with this Agreement. The obligation to indemnify is limited to the damage cap amounts set forth in the Governmental Immunity Act. This paragraph shall not be construed as a waiver of the rights, immunities, defenses or protections of the Governmental Immunity Act, including limitation of judgments.

Section 8. Filing of Agreement

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each party and shall remain on file for public inspection during the term of this Agreement.

Section 9. Notice of Default; Corrective Action

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

Section 10. Rights and Remedies

In the event of any breach hereunder and after the lapse of the cure period as per Section 9 of this Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

Section 11. Governing Law, Jurisdiction, and Venue

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

Section 12. Costs of Enforcement

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

Section 13. Notice

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of each City's Administrator at the above addresses. Either party may notify the other to designate a different address for mailing.

Section 14. Miscellaneous

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained, unless the severance of such condition, covenant, or other provision defeats the essential purposes of this Agreement, in which case this Agreement shall be considered invalid or void in its entirety. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

G. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

H. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach

must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2026.

SPRINGVILLE CITY

By:_____
MATT PACKARD, Mayor

ATTEST:

By:_____
KIM CRANE, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

_____
JOHN A. PENROD,
Springville City Attorney

DATED this _____ day of _____, 2026.

PROVO CITY

By:_____
MARSHA JUDKINS, Mayor

ATTEST:

By:_____
HEIDI ALLMAN, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

_____
BRIAN JONES
Attorney for Provo City

Provo City Council
8/11/2026 Work Session

Sales Tax Increment Post Performance Payments to Day's Market

PROVO MUNICIPAL COUNCIL
STAFF REPORT

Submitter: Cody Hill
Presenter: Cody Hill, Economic Development Division Director
Department: Development Services
Requested Meeting Date: August 11, 2026
Requested Duration (Minutes): 10
CityView or Issue File Number:

SUBJECT: Day's Market Post Performance Sales Tax Reimbursement Agreement – Seventh payment – Budget Appropriation

RECOMMENDATION: Budget appropriation approval of $14,171.11 from General Fund. This is for both the Work and Council Meeting.

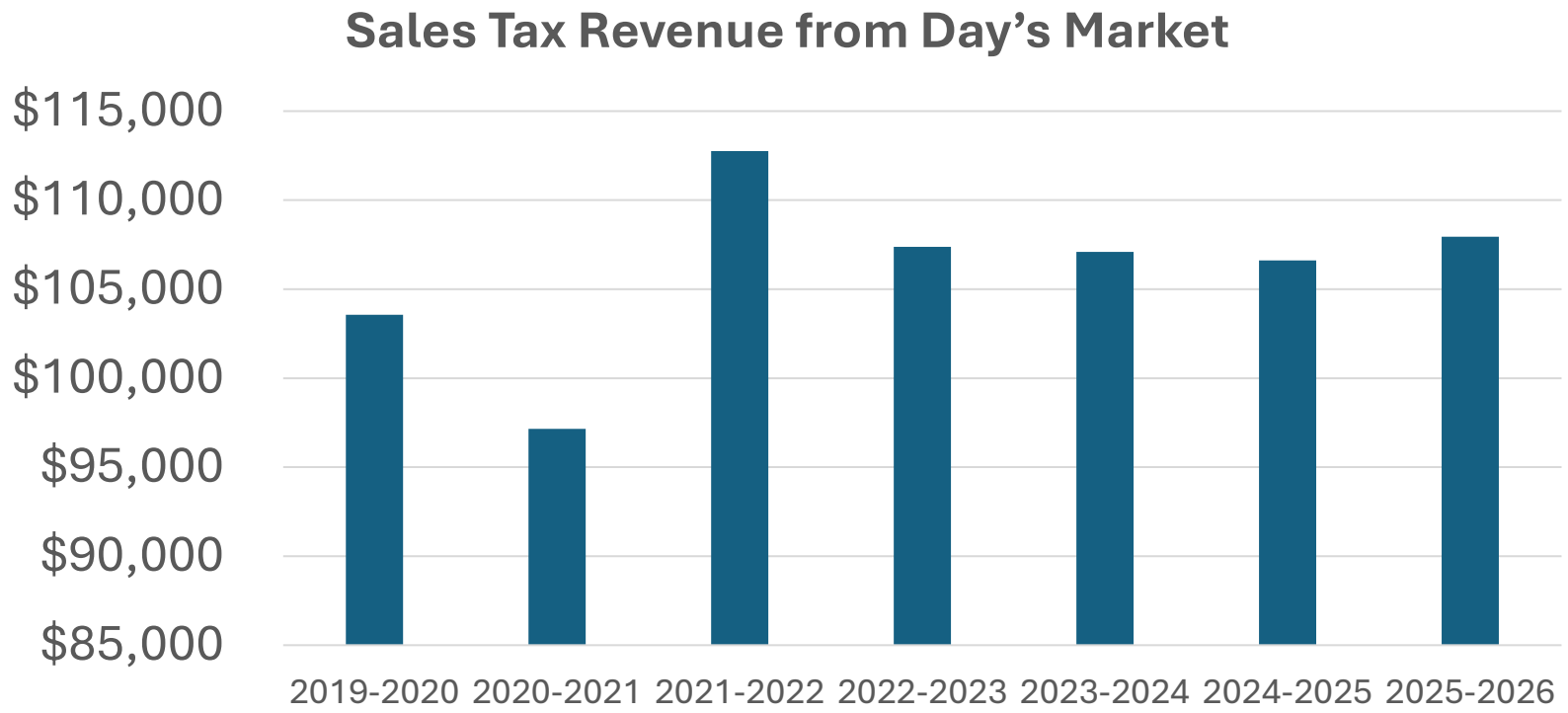
FISCAL IMPACT: $14,171.11

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Support economic retail growth and mitigate sales tax leakage.

Overview of Sales Tax Increment Obligations

Property	Day's Market
Resolution Date	3/8/2019
Term	5/1/2019 - 2029
Max Reimbursement	$100,000
Total Paid to Date	$78,460
Base Amount	$39,800
2025 Payment	$13,509
2026 Payment	$14,171

Growth



Base Sales Tax Revenue Amount: $39,800

Base Sales Tax Revenue Amount Adjusted for Inflation: $51,065

2025-2026 Sales Tax Revenues: $107,942

Total Increase in Sales Tax Revenues to the City: $56,877 or 111%

PROVO MUNICIPAL COUNCIL
COUNCIL MEETING
STAFF REPORT

Submitter: JAHILL
Presenter: Cody Hill, Economic Development Division Director
Department: Development Services
Meeting Date: 8/11/2026
Requested Duration (Minutes): 10 minutes
CityView or Issue File Number: 26-036

SUBJECT: 17 A resolution approving the appropriation of $14,171.11 in the general fund for a contractual sales tax increment post-performance payment to Day's Market. (26-036)

ADMINISTRATIVE RECOMMENDATION: Budget appropriation approval of $14,171.11 from General Fund. This is for both the Work and Council Meeting.

ADMINISTRATIVE MEMO: In March 2019, the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and Day's Family Market, LLC, the ownership group of Day's Market located at 3121 N Canyon Rd, Provo, UT 84604 for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for half of the costs associated with the remodel of their store, which would retain the grocer in the area and mitigate sales tax leakage. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, $39,800.

Provo City continues to receive this base amount of $39,800. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for ten years. The Commencement Date for this agreement was May 1, 2019. The target reimbursement amount as per the agreement is $100,000 which is one half of the total out-of-pocket expenses. This is the seventh payment in the ten-year agreement and amounts to $14,171.11. The total received in seven years, including this payment will be $92,632.

FISCAL IMPACT: $14,171.11

COUNCIL STAFF MEMO:

RESOLUTION <<Document Number>>

A RESOLUTION APPROVING THE APPROPRIATION OF $14,171.11 IN THE GENERAL FUND FOR A CONTRACTUAL SALES TAX INCREMENT POST-PERFORMANCE PAYMENT TO DAY'S MARKET. (26-036)

RECITALS:

It is proposed that $14,171.11 be appropriated in the General Fund for a contractual sales tax increment post-performance payment to Day's Market;

In March 2019, Provo City entered into a sales tax increment agreement with Day's Market to offset and incentivize the remodel of their development located in Provo on North Canyon Road;

The funding source for the appropriation is the increased General Fund sales tax revenues received based on performance of Day's Market;

On August 11, 2026, the Municipal Council met to consider the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the proposed action should be approved as described herein, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council resolves as follows:

PART I:

The Mayor is authorized to appropriate $14,171.11 in the General Fund for a contractual sales tax increment post-performance payment to Day's Market.

PART II:

This resolution takes effect immediately.

PROVO MUNICIPAL COUNCIL STAFF REPORT

Submitter: Cody Hill
Presenter: Cody Hill, Economic Development Division Director
Department: Development Services
Requested Meeting Date: August 11, 2026
Requested Duration (Minutes): 10
CityView or Issue File Number:

SUBJECT: Day's Market Post Performance Sales Tax Reimbursement Agreement – Seventh payment – Budget Appropriation

RECOMMENDATION: Budget appropriation approval of $14,171.11 from General Fund. This is for both the Work and Council Meeting.

BACKGROUND: In March 2019, the Municipal Council approved a resolution authorizing the Mayor to execute an agreement between Provo City and Day's Family Market, LLC, the ownership group of Day's Market located at 3121 N Canyon Rd, Provo, UT 84604 for Post Performance Sales Tax Reimbursement. Per the Agreement, Provo City will reimburse the ownership group for half of the costs associated with the remodel of their store, which would retain the grocer in the area and mitigate sales tax leakage. The reimbursement is funded through point-of-sale retail sales tax increment above the base value, $39,800.

Provo City continues to receive this base amount of $39,800. The developer / owner receives half of the point-of-sale revenue less this base amount on an annual basis.

The term of this agreement runs for ten years. The Commencement Date for this agreement was May 1, 2019. The target reimbursement amount as per the agreement is $100,000 which is one half of the total out-of-pocket expenses. This is the seventh payment in the ten-year agreement and amounts to $14,171.11. The total received in seven years, including this payment will be $92,632.

FISCAL IMPACT: $14,171.11

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Support economic retail growth and mitigate sales tax leakage.

Exhibit A

PARTICIPATION AND REIMBURSEMENT AGREEMENT

Day's Family Market
3121 North Canyon Road, Provo, Utah 84604

THIS PARTICIPATION AND REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 21st day of Mar '19 ("**Effective Date**"), between the City of Provo ("**City**"), and Day's Family Market, LLC, a Utah limited liability company ("Day's"). Day's is referred to herein individually as an "**Owner**". City and Day's are referred to herein individually as a "**Party**", and collectively, as the "**Parties**".

RECITALS

A. This Agreement concerns Day's, located generally at 3121 North Canyon Road, Provo, Utah.

B. As of the Effective Date, Day's is the lessee of a building (located on the "**Subject Lot"** The Subject Lot is more particularly described in **Exhibit A and B** to this Agreement.

C. A breakdown of the Owner's Costs, estimated as of the Effective Date, is set forth on **Exhibit C** to this Agreement. As of the Effective Date, the Owner's Costs are estimated to be approximately One Million Three Hundred Thousand Dollars ($1,300,000) ("**Owner's Estimated Costs**"), for interior renovations, along with the purchase of necessary equipment for the operation of their business.

D. Day's has requested that City provide reimbursement for a portion of the Owner's Actual Costs (defined in **Section 1.5**) and City Approval Fees which are estimated to be up to, but probably less than $100,000.00 (defined in Section 1.3)

E. City has determined that the requested reimbursements are necessary to offset the costs of the Project, as described in Section D, for the purpose of retaining a local grocery store and continuing to capture the grocery leakage identified in retail studies and to demonstrate local support for the completion of the upgrades, and to recognize the positive impact that this investment will have on assessed values of Day's, and nearby business properties.

F. City has determined that the Project advances the purposes of City by retaining a large grocery store in the Northeast area of the City, continuing to capture the grocery leakage identified in retail studies and providing improvements to Day's.

City is willing to assist the Project by reimbursing Owner a portion of the sales tax increment generated from the Subject Lot to pay for a portion of the Owner's Actual Costs expended to improve Day's as defined in Section A and B.

G. Subject to the terms and conditions contained herein, the Owner shall make improvements to Day's particularly the interior of the building.

NOW, THEREFORE, in consideration of the foregoing Recitals, Owner's agreements with City, and the terms and conditions hereby agreed to, and other good and valuable consideration, the Parties hereby agree as follows:

1. **DEFINED TERMS**. The Recitals set forth above, and any exhibits attached hereto, are hereby incorporated as integral parts of this Agreement. As used herein, the following terms shall have the meanings respectively indicated:

1.1 "**Annual Sales Taxes**" for a particular Tax Year (defined in **Section 1.10**) means the amount of sales taxes received by City upon taxable retail sales generated by the Subject Lot for such Tax Year at Point of Sale (defined in **Section 1.6**), which, as of the Effective Date, is 0.5% (one-half (1/2) of one (1) percent) of such taxable retail sales.

1.2 "**Base Sales Tax Amount**" means the Annual Sales Tax received by the City for the twelve (12) month period ending March of 2018, which totaled Thirty Nine Thousand, Eight Hundred Dollars ($39,800) associated with as defined in Section A and B.

1.3 "**City Approval Fees**" means all fees paid by Owner or any entity controlled by Owner, to City in connection with any City approval, entitlement or permit, or application or submittal for any City approval, entitlement or permit, with respect to the Project in the pursuit of accomplishing Section G of the Recitals above. Owner shall pay any City Approval Fees to the City up-front.

Without limitation of the foregoing, City Approval Fees shall include any permit fees, plan check fees, impact or development fees or assessments, traffic mitigation fees, utility connection fees, or comparable fees or charges paid to the City or any department or agency of the City in the pursuit of accomplishing Section G of the Recitals above; provided however, that City Approval Fees shall not include any fees or charges paid to any party other than the City.

1.4 "**Commencement Date**" shall mean the first (1st) day of the first (1st) full calendar month following the date on which the Project, as defined in **Recital G** above, is completed. For purposes of determining the Commencement Date, the Project shall be deemed to be completed on the date when the Certificate of Completion has been issued.

1.5 "**Owner's Actual Costs**" means, collectively, the actual amount of Owner's Costs, to be determined after the Commencement Date, plus any City Approval Fees paid by Owners. Owner's Actual Costs shall be cost of construction of the interior store remodel, improvements, demolition, additions, retrofits or otherwise related to improving the interior of the store, estimated to be approximate $1,300,000.00, but shall not include legal fees or broker commissions.

Within a reasonable period following the Commencement Date, City, and Day's shall enter into an agreement, substantially in the form attached as **Exhibit D** to this Agreement ("**Owner's Actual Costs Confirmation Agreement**"), to confirm the amount of the Owner's Actual Costs, including without limitation, the amount of the City Approval Fees paid through the Commencement Date.

1.6 "**Point of Sale**" with respect to Annual Sales Taxes, refers to sales tax revenues received by City based on all taxable transactions made at the Subject Lot as the geographical point of sale. Point of Sale and/or Annual Sales Taxes do not include any sales tax revenues received by the City based on the City's population as a percentage of the overall population of the State of Utah.

1.7 "**Reimbursement Payment**" means, with respect to each Tax Year during the Reimbursement Term, a payment to Day's, equal to the Sales Tax Increment (defined below) for the applicable Tax Year, until Owner has collectively become entitled to total Reimbursement Payments during the Reimbursement Term up to the Target Reimbursement Amount (defined in **Section 1.9**).

Notwithstanding the foregoing, once Owner has become entitled to Reimbursement Payments up to the Target Reimbursement Amount, Owners, shall thereafter be entitled to Additional Incentive Payments (defined in **Section 3.1**) in accordance with **Section 3**, until such Owner has become entitled to Reimbursement Payments and Additional Incentive Payments up to the amount of Owner's Actual Costs.

"**Sales Tax Increment**" means the difference between (a) the Annual Sales Tax received by the City from the Subject Lot for the applicable Tax Year, and (b) the Base Sales Tax Amount. If in a given Tax Year the Sales Tax Increment is negative, such negative Sales Tax Increment will be offset against the positive Sales Tax Increment in subsequent Tax Years.

1.8 "**Reimbursement Term**" shall mean the term of this Agreement, beginning on the Commencement Date, and ending on the date which immediately precedes the tenth (10^{th}) anniversary of the Commencement Date ("**Expiration Date**").

1.9 "**Target Reimbursement Amount**" shall be fifty percent (50%) of the Owner's Actual Costs, including fifty percent (50%) of the amount of any City Approval Fees (as defined in **Section 1.3**) paid by Owner.

1.10 "**Tax Year**" shall mean the initial twelve (12) month period beginning on the Commencement Date, and ending on the day immediately preceding the first (1^{st}) anniversary of the Commencement Date, and each succeeding twelve (12) month period during the Reimbursement Term beginning on each successive anniversary of the Commencement Date.

2. ANNUAL REIMBURSEMENT PAYMENTS.

2.1 **Address for Payments**. For the period commencing on the Commencement Date and continuing through the expiration of the Reimbursement Term, City shall make annual Reimbursement Payments to Owner at the address for Reimbursement Payments to Owner set forth in **Section 7.1**, or such other address as Owner may designate from time to time in accordance with **Section 7.1**; provided however, that the total amount of the Reimbursement Payments shall not exceed the Target Reimbursement Amount.

2.2 **Timing of Payments & Supporting Documentation**. Reimbursement Payments pursuant to this Agreement shall be made by City within one hundred-twenty (120)

days after the end of each Tax Year and after: (i) Annual Sales Taxes for the Subject Lot for the applicable Tax Year are received by City; and (ii) documentation is received by City from the Utah State Tax Commission providing support for the Annual Sales Taxes received for the Subject Lot for the applicable Tax Year. City shall contemporaneously provide Owner with a written accounting by month, in the aggregate, of the annual Reimbursement Payment, demonstrating the City's determination of the amount of the Annual Sales Taxes (based on Point of Sale) for the Subject Lot for the applicable Tax Year and the amount of such Reimbursement Payment.

2.3 Confidentiality. Except for the amount and timing of Reimbursement Payments and any Additional Incentive Payments (defined in **Section 3.1**) made to Owner under this Agreement (if and to the extent such amounts and timing are public information), City and Owner shall keep Annual Sales Tax information confidential, unless disclosure is otherwise required by law.

2.4 Remedies. The failure of the City to timely make any Reimbursement Payment or Additional Incentive Payments hereunder in accordance with this Agreement shall constitute a material default by City under this Agreement, unless City pays any such Reimbursement Payment or Additional Incentive Payment to Owners in full in accordance with this Agreement within fifteen (15) days after City's receipt of a notice of non-payment from Owner. Upon the occurrence of a default by City, Owner shall have all remedies available to it in law or equity, including without limitation, specific performance.

3. ADDITIONAL INCENTIVE PAYMENTS.

3.1 Additional Incentive Payments - Examples. If, on or before the Expiration Date, Owner has become entitled to Reimbursement Payments equal to the Target Reimbursement Amount, then (i) the date on which the total Reimbursement Payments that Owners has become entitled to reaches the Target Reimbursement Amount shall be the "**Target Reimbursement Date**", and (ii) Owner shall be entitled to additional incentive payments equal to fifty percent (50%) of the Sales Tax Increment from the Target Reimbursement Date through the Expiration Date ("**Additional Incentive Payment**"), provided however, that in no event shall the total of all Reimbursement Payments and Additional Incentive Payments received by Owner exceed the Owner's Actual Costs.

The following examples of how the Reimbursement Payments and Additional Incentive Payments would be calculated are set forth below for purposes of illustration only. For each of the following examples, assume that the Owner's Actual Costs, without including any City Approval Fees, are the same as the Owner's Estimated Costs ($1,300,000):

Example: Example #1:

Assume that during the Reimbursement Term, the total Sales Tax Increment is Six Hundred Fifty Thousand Dollars ($650,000), and Day's has paid City Approval Fees totaling One Hundred Thousand Dollars ($100,000).

Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $100,000 (owner's actual fees) = $1,400,000.

Step 2: Eligible reimbursable costs:
.50 X 1,400,000 = 700,000

Step 3: Increment calculation
650,000 X 100% = 650,000

Step 4: Total to owner is $650,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #2: *Assume that during the Reimbursement Term, the total Sales Tax Increment is Eight Hundred Thousand Dollars ($800,000), and Day's has paid no City Approval Fees during the Reimbursement Term.*

Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $0 (owner's actual fees) = $1,300,000.

Step 2:
Eligible reimbursable costs:
.50 X 1,300,000 = 650,000

Step 3: Increment calculation
650,000 X 100% = 650,000
800,000-650,000) X .50 = 75,000
650,000 + 75,000 = 725,000

Step 4: Total to owner is $725,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #3: Assume that during the Reimbursement Term, the total Sales Tax Increment is Nine Hundred Thousand Dollars ($900,000), and Day's has paid Approval Fees totaling One Hundred Thousand Dollars ($100,000) City Approval Fees during the Reimbursement Term.

Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $100,000 (owner's actual fees) = $1,400,000.

Step 2:
Eligible reimbursable costs:
.50 X 1,400,000 = 700,000

Step 3: Increment calculation
700,000 X 100% = 700,000
900,000-700,000) X .50 = 100,000
700,000 + 100,000 = 800,000

Step 4: Total to owner is $800,000 since the amount calculated in step 3 is less than the amount calculated in step 1.

Example #4: Assume that during the Reimbursement Term, the total Sales Tax Increment is Two Million Five Hundred Thousand Dollars ($2,500,000), and Day's has paid City Approval Fees during the Reimbursement Term totaling One Hundred Thousand Dollars ($100,000).

Step 1: Owner's eligible costs and fees: $1,300,000 (owner's actual costs + $100,000 (owner's actual fees) = $1,400,000.

Step 2:
Eligible reimbursable costs:
.50 X 1,400,000 = 700,000

Step 3: Increment calculation
700,000 X 100% = 700,000
2,500,000-700,000) X .50 = 900,000
700,000 + 900,000 = 1,600,000

Step 4: Total to owner is $1,400,000 since the amount calculated in step 1 is less than the amount calculated in step 3.

3.2 Timing of Additional Incentive Payments. Additional Incentive Payments shall be made by the City within one hundred-twenty (120) days after the end of each Tax Year ending after the Target Reimbursement Date, and after: (i) Annual Sales Taxes for the Subject Lot for the applicable Tax Year are received by City; and (ii) documentation is received by the City from the Utah Department of Revenue verifying the accuracy of the amount of Annual Sales Taxes for the Subject Lot for the applicable Tax Year. The City shall contemporaneously provide Owner with a written accounting with the Additional Incentive Payments, demonstrating the City's determination of the amount of the Annual Sales Taxes

(based on Point of Sale) for the Subject Lot for the Reimbursement Term through the end of the applicable Tax Year, the amounts of all Reimbursement Payments and Additional Incentive Payments during the Reimbursement Term through the end of the applicable Tax Year, and the amount of the applicable Additional Incentive Payment.

3.3 Cap on Payments. Notwithstanding anything in this Agreement to the contrary, in no event shall the total amount of the Reimbursement Payments and any Additional Incentive Payments exceed the Owner's Actual Costs.

3.4 Acknowledgment of the Parties' Intent – Owner Incentive. The Parties acknowledge that the intent of this Agreement, including without limitation this **Section 3**, is intended to incentivize Owner to invest in the Subject Lot and to cause the Subject Lot to be improved, managed, and operated so as to generate increased Annual Sales Taxes. Accordingly, if Annual Sales Taxes are sufficient to result in a Sales Tax Increment exceeding the Target Reimbursement Amount pursuant to **Section 1.9**, then the Parties intend for City and Owner to share equally in the Sales Tax Increment during the Reimbursement Term above the Target Reimbursement Amount.

4. TERMINATION. The Parties acknowledge that any Reimbursement Payments and Additional Incentive Payments are to be made after the end of the applicable Tax Year, in accordance with **Section 2.2**, and **Section 3.2** (if applicable).

This Agreement shall automatically terminate and be of no further force or effect after the latest of the following have occurred: (i) the Expiration Date has occurred, and (ii) Owners have received the full amount of the Reimbursement Payments and Additional Incentive Payments to which Owner are entitled hereunder, for the final Tax Year during the Reimbursement Term and all prior Tax Years; provided however, that the Parties hereby disclaim any representation or warranty that the total Reimbursement Payments and Additional Incentive Payments will equal the amount of Owner's Actual Costs or any particular percentage of Owner's Actual Costs.

This Agreement shall also automatically terminate if construction of the Project has not commenced on or before December 31, 2019.

Upon termination of this Agreement, no Party shall have any further obligations to the other Parties. Following termination of this Agreement, upon request from any Party, the Parties agree to execute any reasonable documentation which may be necessary to confirm expiration and/or termination of this Agreement.

5. ASSIGNMENT OF AGREEMENT OR PAYMENTS.

5.1 Rights of Assignees. No future owner or tenant of all or any part of the Subject Lot, other than Owner, shall be entitled to claim any right or benefit by, through or under this Agreement, including, but not limited to, the right to receive all or any portion of any Reimbursement Payments or any Additional Incentive Payments, and no future owner or tenant of the Subject Lot, other than Owner, shall be deemed to be a third party beneficiary of this Agreement, unless and until Owner have expressly assigned such right, including any right to receive any portions of any Reimbursement Payments or any Additional Incentive Payments in

writing.

5.2 Assignment. Owner shall not have any right to assign this Agreement, in whole or in part, or the right to any Reimbursement Payments or any Additional Incentive Payments, except to Day's, or a successor to Day's as a fee owner of a Subject Lot. A conveyance of a fee ownership interest in the Subject Lot shall not by itself constitute or result in an assignment of this Agreement or the right to any Reimbursement Payment or any Additional Incentive Payments, and neither this Agreement nor the right to payment of any Reimbursement Payment or any Additional Incentive Payments shall run with the land.

An assignment or partial assignment of this Agreement or the right to any Reimbursement Payments or any Additional Incentive Payments may only be effected by a writing executed by Owner. No assignment or partial assignment of this Agreement or any right to any Reimbursement Payments or any Additional Incentive Payments shall be binding on City unless and until City has received (i) a written notice of such assignment, together with a copy of the applicable assignment document, from Owner, (ii) complete contact information and an address for payment of any Reimbursement Payments or any Additional Incentive Payments to any assignee to which any right to any Reimbursement Payments or any Additional Incentive Payments has been assigned, (iii) and the tax or employer identification number of any assignee to which any right to any Reimbursement Payments or any Additional Incentive Payments has been assigned. City shall be entitled to rely on any notice of any assignment or partial assignment of this Agreement and/or right to any Reimbursement Payments or any Additional Incentive Payments which the City receives from Owner.

7. NOTICES.

7.1 Addresses. Any notice, payment, demand, or communication required or permitted to be given to any Party pursuant to any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service which maintains delivery records and requires a signature upon receipt, addressed as follows:

Notices to Day's:	Day's Family Market LLC 3121 N Canyon Rd Provo, Utah 84604 Attn: Steven Day
Reimbursement Payments & Additional Incentive Payment:	Day's Family Market, LLC 3121 N Canyon Rd Provo, Utah 84604
Notices to City:	City of Provo 351 West Center Street

Provo, UT 84601
Attn.: Dixon Holmes

7.2 Receipt. Notices shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by any Party by written notice to the other Parties. For purposes of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this **Section 8** as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified by this **Section 7**, or (iii) in case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice or refusal or notice of non-delivery by the sending party.

8. MISCELLANEOUS.

8.1 Attorneys' Fees. If any Party to this Agreement commences a dispute resolution proceeding, whether litigation, arbitration, or otherwise, respecting any question between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof, the prevailing Party in such dispute resolution proceeding shall be entitled to the recovery of a reasonable attorneys' fee and all other reasonably incurred costs and expenses of the successful prosecution or defense of such proceeding. The term "dispute resolution proceeding" as used above shall be deemed to include appeals from a lower court judgment or arbitration award and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. For purposes of proceedings in the Federal Bankruptcy Court, the term "prevailing Party" as used above shall be deemed to mean the prevailing Party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt Party which are reasonably necessary to protect its rights.

8.2 Governing Law. This Agreement is intended to be performed in the State of Utah, and the laws of Utah shall govern the validity, construction, enforcement and interpretation of this Agreement.

8.3 Amendments. This Agreement may be amended or supplemented only by an instrument in writing executed by all of the Parties hereto.

8.4 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never composed a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.5 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such

further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

8.6 Warranty Against Payment of Consideration for Agreement. Day's represent and warrant that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to an City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

8.7 Non-liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to Owner or any of their successors in interest, in the event of any default or breach by City, or for any amount which may become due to Owner or its successor, or on any obligation under the terms of this Agreement.

8.8 Governmental Immunity. Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to City under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

8.9 No Relationship of Principal and Agent. Nothing contained in this Agreement, nor any acts of the Parties or the City, the City planning director, the Planning Commission (or its designee), shall be deemed or construed to create the relationship of principal and agent, or of limited or general partnership, or of joint venture or of any other similar association between City and Owner.

8.10 No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party.

8.11 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement.

8.12 Non-Disclosure. The Parties agree that the terms of this Agreement are confidential and constitute proprietary information of the respective Parties (collectively, the "**Information**"). Each of the Parties agrees that such Party, and its respective partners, members, managers, officers, directors, employees, advisors, consultants and attorneys, shall not disclose the Information to any other person without the prior written consent of the other Parties except pursuant to an order of a court of competent jurisdiction, or to the extent required as part of any statutory public approval process required for this Agreement and/or any Reimbursement Payments; provided, however, that any Party may disclose the Information to its lenders or

prospective lenders or the accountants who audit its financial statements or prepare its tax returns, to its constituent members, partners, shareholders, to its attorneys and consultants, to any prospective transferee of all or any portions of the Subject Lot, to any governmental entity, agency or person to whom disclosure is required by applicable law, regulation or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Agreement, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights or obligations of the parties under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the term, "Information", shall not include information which, at the time it is disclosed and through no fault of any Party, is in the public domain or is available or becomes available to the general public. Notwithstanding anything to the contrary contained in this Agreement, City will release information required by Utah Code 63G-2-101 et seq, Government Records and Access Management Act.

8.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one Agreement. Any Party may effectuate the execution and delivery of this Agreement by sending a signed copy to the other Parties by email (with .pdf attachment) or other form of electronic transmission. Any document sent in the foregoing manner shall be deemed and treated in all respects as an original instrument bearing the original signature of the transmitting party.

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EXHIBIT A

Aerial Photo of the Subject Lot



EXHIBIT B

Remodel Plans

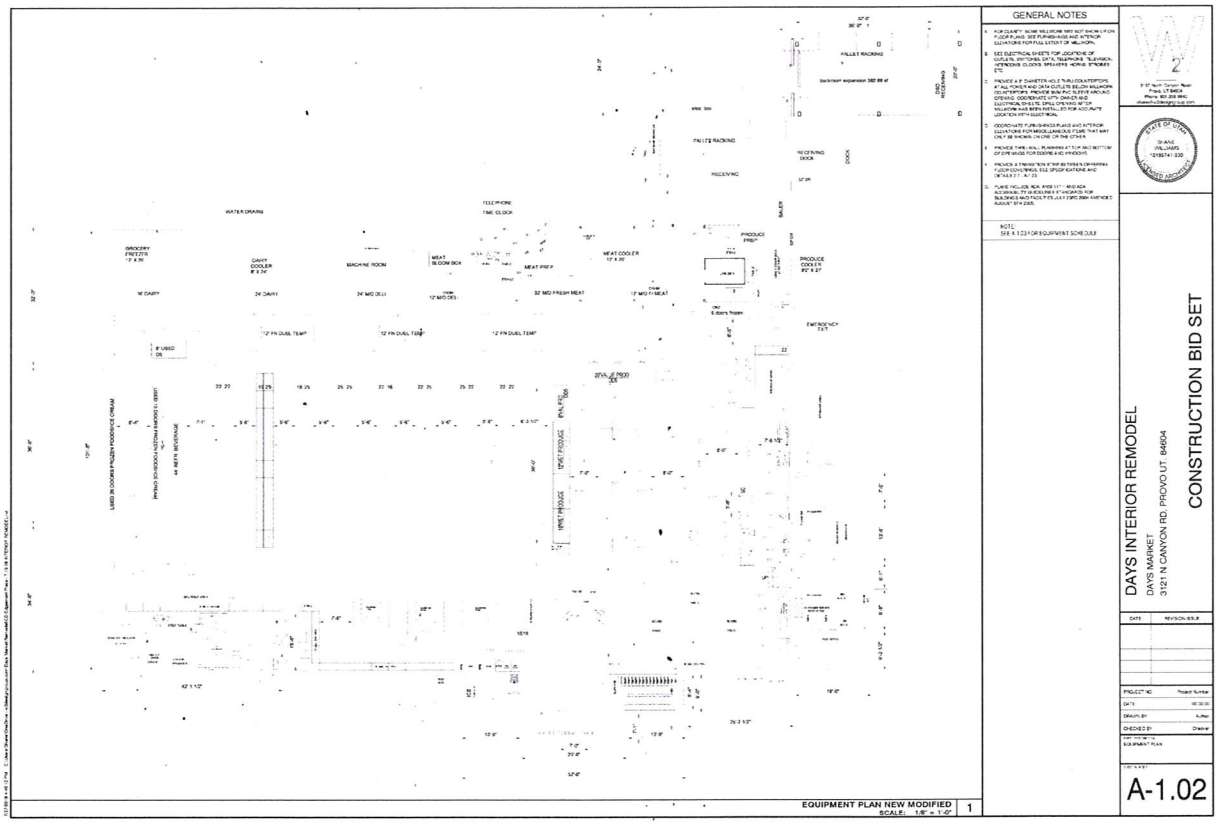


EXHIBIT C

Breakdown of Owner's Estimated Costs

Owners Shopping Center Sales Tax Participation Plan

City Approval Fees(estimated)	**$ 100,000**	
Construction, Demolition, Remodel Expenses	**$1,300,000**	
Total	**$1,400,000**	

EXHIBIT D

FORM OF OWNER'S ACTUAL COSTS CONFIRMATION AGREEMENT

OWNER'S ACTUAL COSTS CONFIRMATION AGREEMENT

This Owner's Actual Costs Confirmation Agreement ("**Confirmation Agreement**") is entered into as of _____, 20__ , by and between the City of Provo ("**City**"), Day's Family Market, LLC, a Utah limited liability company ("**Day's**") ("**Owner"**), pursuant to Section 1.5 of that certain Participation and Reimbursement Agreement, dated_____, 2018 ("**Reimbursement Agreement**").

City, and Day's, hereby acknowledge and agree that the amount of the Owner's Actual Costs (as defined in Section 1.5 of the Reimbursement Agreement) is _____ and ___/100ths Dollars ($_____.___), including City Approval Fees (as defined in Section 1.3 of the Reimbursement Agreement) paid through the Commencement Date (defined in Section 1.4 of the Reimbursement Agreement) totaling _____ and ___/100ths Dollars ($_____.___).

This Confirmation Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one Confirmation Agreement. Any party may effectuate the execution and delivery of this Confirmation Agreement by sending a signed copy to the other parties by email (with .pdf attachment) or other form of electronic transmission. Any document sent in the foregoing manner shall be deemed and treated in all respects as an original instrument bearing the original signature of the transmitting party.

[this space intentionally left blank – signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Confirmation Agreement as of the date first above written.

Attest: Amanda Ercanbrack
Provo City Recorder, 21-Mar-2019

CITY OF PROVO

By: _____

Name: Michelle Kaufusi

Its: Mayor

"CITY"

Day's Family Market, LLC

By: _____

Name: Steven L Day

Its: Prisident

"Day's"

Signature Page of Day's Family Market, LLC to
Participation and Reimbursement Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

Day's Family Market, LLC,
a Utah limited liability corporation

By: _____
Name: Steven Day
Title: President

"**Day's**"

State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 3.18.19 by Steven Day President Day's Family Market, LLC.

Witness my hand and official seal

(Seal)

WHITNEY MATHWIG
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 699629
COMM. EXP. 03-21-2022

_____
Notary Public

CITY OF PROVO

By: _____
Name: Michelle Kaufusi, Mayor

PROVO CITY SEAL
INDUSTRY AND COMMERCE
UTAH COUNTY, UTAH

Attest:

By _____